



Cedar City

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www.cedarcity.org

Mayor

Maile L. Wilson

Council Members

Ronald R. Adams
John Black
Paul Cozzens
Don Marchant
Fred C Rowley

City Manager

Rick Holman

CITY COUNCIL WORK MEETING DECEMBER 9, 2015 5:30 P.M.

The City Council meeting will be held in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

- I. Call to Order
 - a. Invocation
 - b. Pledge of Allegiance – Daryl Brown
- II. Agenda Order Approval
- III. Administration Agenda
 - Mayor and Council Business
 - Staff Comment
 - Swear in Youth City Council
- IV. Public Agenda
 - Public Comments
- V. Business Agenda
 - Public
 1. Consider Tour of Utah 2016 bid package – Bryan Dangerfield
 2. Public Hearing to consider a zone change from Residential-1 (R-1) to Residential Estates (RE) on approximately 38.78 acres of property located in the vicinity of 3300 West 2500 South – Watson Engineering/Paul Bittmenn
 3. Public Hearing to consider a zone change from Highway Services (HS) to Residential High Density (R-3-M) on property located in the vicinity of 400 North 1100 West – Platt & Platt Engineering/Paul Bittmenn
 4. Public Hearing to consider an amendment to the Cedar City Zoning Ordinance to allow Assisted Living Facilities as a permitted use in the High Density Residential (R-3-M) zone and to establish off-street parking requirement for Assisted Living Facilities – InSite Engineering/Paul Bittmenn
 5. Consider approval of Vicinity Plan for Estates at South Mountain Phase 1 Subdivision – Joel Hansen/Kit Wareham
 6. Review Vicinity Plan for Cedar Spectrum Commercial PUD at 1375 South Main Street – Kit Wareham/Frontage Group, LLC.
 7. Consider an ordinance allowing for angle parking at 140 East 200 North for the Department of Workforce Services –Raymond Caldwell/Kit Wareham
 8. Consider an ordinance allowing for angle parking at 107 North 200 West – Blake Cozzens & Karsten Reed

Staff

9. Consider bids for the Quichapa Well #1 replacement (well drilling) project – Jonathan Stathis
10. Review bids for the Cross Hollows Road storm drain project – Kit Wareham
11. Review bids for the 600 South storm drain project – Kit Wareham
12. Consider approval of settlement agreement with Armbrust Family Trust

Dated this 7th day of December, 2015.


Renon Savage, MMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 7th day of December, 2015.


Renon Savage, MMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

CEDAR CITY COUNCIL
AGENDA ITEMS - /
DECISION PAPER

TO: Mayor and City Council

FROM: Bryan Dangerfield, Events Coordinator

DATE: Dec. 9, 2015

SUBJECT: Consideration of a proposal to be a Host City for 2016 Tour of Utah

DISCUSSION:

Background

Cedar City has worked with the Larry H. Miller Tour of Utah and Medalist Sports staff in hosting international cycling races in 2013 and 2014. Last summer and this fall, the events staff has been working on a bid proposal that is fiscally responsible and maximizes our community branding. Staff has brought on community partners to lessen the impact on the City Events budget. We desire to be an Overall Start Headquarters and Stage 1 finish on Aug. 1 in order to maximize economic impact and marketing reach.

Time Line

On Nov. 18, 2015, a letter of interest was submitted along with a list of our capabilities in order to be considered as an Overall Start Headquarters and Stage 1 Finish Line host. The host cities will be announced on Dec. 10, 2016. The next step is to negotiate an agreement outlining responsibilities and commitments in order to produce an outstanding event.

Stage 1 of the Tour begins on Monday, August 1, 2016, and as an Overall Start Headquarters, the impact of staff, media and athletes and their crew members would begin coming to town gradually on July 27 and leave early the morning of August 2.

Impact to Community:

If awarded the bid, this will be the third time Cedar City has been host to the Tour of Utah (2013 and 2014). City businesses realize a significant direct economic impact over seven days from the sale of approximately 3,000 hotel room nights (Transient Room Tax), food, supplies (Retail Sales Tax) and fuel by Tour staff, athletes, crew, media and spectators from out of town.

Strategic Plan

Cedar City Events will continue to promote, and in some cases, produce family-friendly events that bring overnight visitors to the area. We support mainstay events the area has come to rely on to bring visitors year after year. We will also place an emphasis on original events to reach new markets to promote the Cedar City area as a festive place for plenty of outdoor recreation with astoundingly beautiful scenery and recreational activities provided by Cedar Breaks National Monument, Brian Head Resort, Three Peaks, Cedar and Parowan Canyons, as well as all the amenities our cities and educational institutions offer.

The added value of our hosting outdoor events is that they bring visitors and direct visual attention by the media showing the event in video and photos. The media coverage illustrates our great outdoor assets that we are trying to promote to the casual tourist.

Spectator sports such as the Tour of Utah brings national and international visitors to our area and reaches out through the U.S and internationally on Fox Sports 1 TV network. It is one of the largest international cycling races in North America. By virtue of the outdoor race route, many of the beautiful assets the county has to offer are shown during the event, from Cedar Breaks to Cedar Canyon. Visitors will be encouraged to take in a play at the Utah Shakespeare Festival, dine at our restaurants or check out the other festivals we have at other times of the year.

Target Markets

Our key visitors are active, outdoorsy, adults aged 24-55, with families. Our largest markets are Southern Nevada, Wasatch Front, Southern California and Arizona. The Tour of Utah brings 125 international cyclists and enthusiasts representing 24 countries (such as Italy, Austria, Canada, Luxembourg, Europe, New Zealand, Slovenia and the US). We hope to attract more Las Vegas cycling enthusiasts and spectators to attend the Stage 1 finish line events.

Significant Branding Opportunity

Television: Fox Sports 1 (U.S. and International) coverage of the Tour of Utah, provides the single largest viewing audience of any event Iron County has held (with the exception of NBC's coverage of the 2002 Olympic Torch Relay). Leading up to the August 21, 2016 event, KSL TV and KJZZ will be promoting Cedar City as the Stage 1 finish line. Last year Fox Sports 1, aired 21 hours of coverage (14 live) with 885,000 viewers within the United States and other countries.

We receive....

- ...30-second TV ad on Fox Sports 1 network
- ...community vignette during live broadcast
- ...Inside the Tour community factoid
- ...Smart Phone: The Tour Tracker app give us exposure as a host city
- ...Print Media: Travel Utah (ride the routes) promotion
- ...Online: Facebook (40,000 page likes) and Twitter (12,000 followers) promotions
- ...Print: Official Guide Maps (10,000), Promotional Posters (3,000)
- ...Billboard: TOU/Utah Elevated/Cedar City co-op billboard in Las Vegas market July 1-Aug. 1
- ...TOU Main Street Banner with sponsors April to August, 2016.

Appendix A

Attached is the Cedar City bid package currently under consideration by the Larry H. Miller Group and Medalist Sports. If selected as a host site, we will negotiate a written agreement and bring it back to City Council for approval.

Appendix A



CEDAR CITY, UTAH

BID SUBMISSION



FOR CONSIDERATION OF HOSTING TOUR OF UTAH 2016

(OVERALL START HEADQUARTERS AND STAGE 1 FINISH: CEDAR CITY)

CEDAR CITY HOST CAPABILITIES

To follow is a list of our capabilities for consideration of being a host City for the Tour of Utah in 2016. If selected, we desire to negotiate an agreement between the two parties.

Note: Items referred herein as host city responsibilities, or obligations, or any other description of host city responsibilities are offers only and are not intended to represent final obligations for the host city until a contract is negotiated between host city and Tour of Utah. All items contained herein are subject to further negotiation and not intended to bind the host city pending negotiation of a final written agreement.

Overall Start Headquarters and Stage 1 Finish:

CITY SERVICES

POLICE SERVICES

Local (City and/or County) police services and related costs are the responsibility of the host venue. In coordination with Utah Highway Patrol, Utah Department of Transportation, as well as the Tour's motor and road marshals and in conjunction with the LOC volunteer program, local police provide for a safe road closure, which may include fixed-post positions, traffic control, crowd control, enforcing no-parking zones and maintaining general public safety.

PUBLIC WORKS AND ROAD SERVICES

Local Public Works and Road Services and costs are the responsibility of the host venue. These services are necessary to support police efforts to ensure road closure and safety of the course. These services include:

- ☐ Detour and detour equipment barricades
- ☐ Cones
- ☐ Printing/posting of No Parking signs
- ☐ Access to water (i.e. Fire hydrant, water truck)
- ☐ Pre-marking of ground utilities (i.e. water, electric, gas and telephone), if in a park setting
- ☐ Trash removal/restoration and street repair
- ☐ Cities are responsible for barricading within the Finish footprint, as well as along the course (within agreed upon parameters and city agency jurisdiction)
- ☐ If there are elements such as road knobs, curbs, speed-bumps, etc., that impact the route or athlete safety, the host venue must cover the cost to have these temporarily removed and replaced.

PERMIT SERVICES

All fees associated with city and county permits and permit requirements for the operation of the event are to be procured by the host venue on behalf of the Tour. They include, but are not limited to:

- ☐ Parking - both on and off street
- ☐ Alcohol (beer/wine) -- including possibility of public consumption contained/sampling, as well as served in the Tour's official hospitality area.
- ☐ Road closures and use of roads for setup and racing (includes permits for construction of staging, tents, wiring/electrical, portable generators, power equipment, and fork lift)
- ☐ Special and Ancillary Events - pre-event and race day
- ☐ Banners/Signs -hanging and display of pre-event, race day ads, and sponsor banners.
- ☐ Concession Sales - on-site concession stands and individual peddlers serving the spectators.

****Please list any special permitting/restrictions that the Tour should be aware of, including Alcohol, Signage and Sound Amplification. This may affect the options for FINISH LINE placement.***

EMT/EMS SERVICES

It is the responsibility of the host venue to provide EMT/EMS services for the general public the day of their Stage. Please note that the Tour provides medical services for the athletes, team support and staff personnel. The placement of EMT/EMS services will be decided by the Tour staff.

RESIDENT/BUSINESS NOTIFICATIONS

Host venues are responsible for notifying local residents and businesses of the impact of the Tour including road closures, traffic advisories etc. within their city limits. Direct mailers, door-to-door and community meetings are typical methods for LOCs to execute this outreach.

PORTABLE TOILETS

Host cities will secure port-o-let services or public restrooms for their Stage. The number of units and placement of the units will be mutually agreed upon by the host venue and the Production Director. Portable toilets are to be guaranteed to arrive the day PRIOR to the finish for the tent and graveyard crews.

WASTE MANAGEMENT

Host cities will provide waste management/trash removal services and recycling during and at the conclusion of the event. Necessary supplies and services include: trash containers, roll off containers, dumpsters, recycling containers and the crews to remove full containers of liners and replace them with fresh liners. Also needed are crews to restore the venue to its original beauty, meaning removal of trash from streets, parking lots, parking garages, curbs, city property, county property and federal property. Street sweeping is recommended the day before the event and the evening after tear down.

RECYCLING PROGRAM

The Tour of Utah is committed to being a green event. As such, host cities should provide sufficient means of recycling for all areas of the event. Clearly marked recycling bins should be placed at every trash receptacle to encourage attendees to recycle. Host Cities should provide dumpsters for recyclables only and inform Tour staff of the location of these dumpsters to ensure proper disposal of recyclables. These dumpsters must be provided within the entire footprint (i.e. hospitality, finish area, Expo, etc.)

EXPO

The Host City is required to support the Tour with the Expo by assisting with the following:

- ☐ Allocation of a suitable area for the Expo
- ☐ Handle all Expo permits and associated fees
- ☐ Electricity (The Tour also travels with generators)
- ☐ Waste management
- ☐ Parking for all vendors

HOSPITALITY

The Host City is required to support the Tour with the VIP/Hospitality area by assisting with the following:

- ☐ Allocation of a suitable area for the Hospitality tent that can accommodate 300 to 800 guests and provides the best overall view of the finish line
- ☐ Access to a potable water connection within 150 ft. of the Hospitality tent
- ☐ Access to secure wireless internet with 3 meg download speed
- ☐ Provide electricity (the Tour also travels with generators)
- ☐ Provide waste management coordination including receptacles, liners, liner replacement, dumpsters grey water collection, and staff/volunteer 'Green Team' during/after to restore the venue to its original beauty

- ☐! volunteers to assist four staff for set up, breakdown, and during the event
- ☐! Upon hospitality tent closure, host city is responsible for the cleanup and removal of all trash, recyclables and grey water through a contracted trash removal

HOTEL ACCOMMODATIONS

Please note that a “single” room is a room with one bed, for one person or to be shared by two people; a “double” is a room with two beds, to be shared by two people. Based on the roles they play with the race, individuals are placed into Housing Groups. These Housing Groups are divided into three different Travel Patterns: Entourage, Start Advance and Finish Advance.

CEDAR CITY LOC RESPONSIBILITY: JULY 25 TO AUGUST 2

- ☐ 520 room nights (approximately 279 single/241 double rooms)
- ☐ Parking Expenses
- ☐ Free In-room Internet

ROOM NEEDS:

The race will require an **estimated 1,185 room nights in addition** to the room nights provided by the LOC. The Host City must secure the rooms at a rate not to exceed \$80, all-inclusive (including local and state taxes and fees) and 1 per 30 comp policy for rooms purchased. Free parking and Internet should be included.

The **estimated TOTAL** pre-race room nights and arrival patterns are outlined below. This is an estimate only based on race history and is not to be interpreted as a specific commitment. The room night figure is cumulative and the race is not to be obligated to the projected nightly arrival pattern and is to be obligated only to the actual number of room nights consumed. The LOC is responsible for 520 room nights (included in numbers below), regardless of which nights they are consumed.

Below are the estimated rooms that will be used in total:

- ☐ 7 days out – Monday, 7/25/2016 – 20 rooms
- ☐ 6 days out – Tuesday, 7/26/2016 – 40 rooms
- ☐ 5 days out – Wednesday, 7/27/2016 – 60 rooms
- ☐ 4 days out – Thursday, 7/28/2016 – 60 rooms
- ☐ 3 days out – Friday, 7/29/2016 – 230 rooms
- ☐ 2 days out – Saturday, 7/30/2016 – 430 rooms
- ☐ 1 day out – Sunday, 7/31/2016 – 520 rooms
- ☐ Day 1 - Monday, 8/1/2016- 345 rooms

HOTEL REQUIREMENTS:

- ☐ Best effort to secure rooms in no more than three hotel properties
- ☐ The Tour will work with LOC to select properties for each functional area
- ☐ Hotels must be a minimum of a 3-star hotel property
- ☐ Hotels must be within close proximity to the finish line
- ☐ Hotels must be located in close proximity to each other
- ☐ Hotels must be full-service properties with banquet facilities
- ☐ Individuals and Teams will be responsible for their own incidental charges; Hotels shall not require credit card pre-authorizations in excess of \$50 per person and \$100 per team.
- ☐ Please refer to the Parking Requirements section for an outline of parking spaces needed at hotels.

SITE VISIT/LOC MEETING ROOMS:

The LOC is financially responsible for providing the Tour with (60) hotel room nights to be used anytime from November 1, 2015 to November 1, 2016.

** The Tour will make a concerted effort to explore all opportunities to reduce overall rooming needs based on final headcount. If any reductions are found, the Tour will work with the LOC and respective lodging partner to reconfigure room blocks. Hotel properties must be approved by the Tour of Utah before booking.*

MEALS

TEAM DINNER

The LOC is financially obligated to provide one (1) organized dinner for athletes and team support personnel only (approximately 330 people) the night of Sunday, July 31, based upon the menu specifications provided by the Tour Operations Director. The dinner should be located at the Team Hotel(s), and the space must be large enough to accommodate thirty-five (35) rounds of ten (10) people each.

TEAM BREAKFAST

The LOC is financially obligated to provide one (1) organized breakfast for athletes and team support personnel only (approximately 330 people) the morning of Monday, August 1. The breakfast should be located at the Team Hotel(s), and the space must be large enough to accommodate thirty-five (35) rounds of ten (10) people each.

MEDIA MEAL

The LOC is financially obligated to provide a lunch the day of the Stage Finish for approximately 30 working media. The lunch, which can be the same as the Volunteer Lunch, should be provided in "to go" containers and delivered to the designated media workroom 2 hours prior to the race finish. Water and soft drinks should be provided as well.

FINISH CREW BREAKFAST

The Host City is financially obligated to provide breakfast the day of the stage finish for the finish line construction crew and finish advance staff (approximately 30 people). Breakfast should be served at the Finish Line no later than 6:30 AM.

AUXILIARY SPACES, EQUIPMENT, and SERVICES

RACE OFFICE/STAFF PROCESSING SPACE

- ☐ Needed 7 days in advance of race through race day
- ☐ Requires approximately 2,000 square feet located in or near the Headquarters Hotel and must be a secure space
- ☐ One (1) high-speed copier with ability to collate and staple. Copier should come with agreement that includes on-site maintenance if necessary.
- ☐ Must have power and wireless Internet access

MEDICAL OFFICE

- ☐ 2 days in advance of race through race day
- ☐ Suite (with separate living and bedroom) or meeting room at the Team Hotel with a nearby bathroom

BUILD CREW SIGNAGE ROOM

- ☐ 7 days in advance of race through race day
- ☐ An indoor location, approximately 1500 square feet, on the GROUND FLOOR, with easy access from the street to unload, inventory and sort all signage. Location is preferably at the hotel of the start/finish crew.

BULK BEVERAGE STAGING AREA

- ☐ Located in the Headquarters Hotel, storage space to accommodate 6-8 pallets of beverage product (water, soda, isotonic, alcoholic) with easy access to loading dock or street.
- ☐ Space can be combined with Storage Space for Deliveries (listed below).

ALL-STAFF MEETING SPACE

- ☐ Night before Race Day
- ☐ Require approximately 3,000 square feet (can be the same room as the kick-off press conference) with theatre-style seating for 300 people
- ☐ Audio visual equipment must be provided, to include minimum- sound (one wireless hand-held microphone, house sound/speakers), Internet, LCD projector, and screen

TEAM MEALS ROOM

- ☐ 3 days in advance of race through morning of second race day
- ☐ Ballroom or meeting room at the team hotel(s), approximately 4,500 square feet, to accommodate a total of 35 rounds of 10

TEAM MASSAGE LINENS

Each Team is to receive a bundle of linens for massages upon hotel check in. Each bundle should include: 8 Bath Towels, 8 Flat Sheets, and 12 Hand Towels. Bundles must be swapped for clean bundles upon request. LOC is responsible for any costs associated with Team Massage Linens.

ICE FOR TEAMS

Ice for teams to fill their coolers is required at Team Housing 3 days in advance of race through second race day.

AD-HOC MEETING SPACE

- ☐ 4 days in advance of race through race day
- ☐ Requires approximately 1,000 square feet at the Headquarters Hotel with classroom seating for 70 people and a podium. This room is for the event manager's meetings

ADDITIONAL MEETING SPACE – THREE ROOMS

- ☐ 1 day in advance of race through race day
- ☐ Three meeting rooms requiring approximately 1,500 square feet, allowing for classroom or theatre seating for 70 people in each. These rooms are used for the multiple functional group and race officials' meetings

STORAGE SPACE FOR DELIVERIES

- ☐ 14 days in advance of race through race day
- ☐ Requires approximately 2,000 square feet at the Headquarters Hotel with a loading dock that can accommodate all team bicycles and event deliveries; Area needs to be locked and secured
- ☐ Space should be staffed to receive and log deliveries
- ☐ LOC is responsible for any costs associated with handling deliveries and storage

PRODUCTION CREW LOAD LOT

- ☐ Available 4 days in advance of race day
- ☐ Lot approximately 8,000 square feet for the Tour equipment drop off at one of the following locations (listed in order of preference): the start/finish crew hotel, finish line, or Headquarters Hotel.
- ☐ Lot should have a 20 yard dumpster and restroom
- ☐ The Host City is financially responsible for providing hired, overnight security for this area (typical 10-12 hour shifts).

MEDIA OFFICE (Headquarters Hotel or approved location near finish line)

- ☐ Needed 3 days in advance of race through race day
- ☐ Must be an enclosed space
- ☐ Approximately 1,000-1,500 square feet recommended
- ☐ Fifty (50) chairs; Fifteen (15) 6' tables (classroom setup; layout will be provided in advance)
- ☐ Three (3) 6' skirted tables for water service and information display
- ☐ Electrical supply needed with multiple 110V outlets and (12-15) power strips.
- ☐ One (1) high-speed copier in space provided, or in close proximity, with ability to collate and staple. Copier should come with sufficient toner and a contact to provide on-site maintenance, if necessary. The Tour will provide the paper.
- ☐ Provide a dedicated wireless network with enough bandwidth capabilities to accommodate 50 working media. A 10 Meg line (upload/download) is preferred.
- ☐ Sufficient trash and recycling cans

MEDIA WORK ROOM (Race Day)

- ☐ Should be the same as Media Office (listed above) if the space is approved during on site inspection
- ☐ Must be in close proximity to the finish line area (recommended to be no more than two blocks from finish line)
- ☐ If space is different than the pre-race Media Office, it would require approximately 1,500 square feet that can be secured from general public, with suitable 110V outlets, power strips, wi-fi, and tables/chairs.
- ☐ Needs to be operational from approximately noon to 7:00 PM (*times may vary depending on time of stage start*)
- ☐ Water should be provided; soft drinks and snacks are recommended

PRESS CONFERENCE AREA (Race Day)

- ☐ Requires approximately 600-1,000 square feet; minimum. It is recommended that this area is a portion of the media workroom space. A site inspection by Tour staff will be needed to confirm if multi-function space is appropriate.
- ☐ 20-30 chairs arranged theatre style
- ☐ Two (2) 6-foot skirted tables for dais
- ☐ Four (4) 110V outlets with power strips, if space is separate from Media Work Room
- ☐ Sound system with two microphones is recommended. A site inspection by Tour staff to confirm if microphones are needed
- ☐ Wireless Internet access

ROLL-OUT PRESS CONFERENCE (1-2 days in advance of race)

The LOC is responsible for all logistical (set-up) costs for the opening press conference to introduce top athletes and event organizers to media. Race organizers must approve the location of the event.

Requirements:

- ☐ 1,500-2,000 square feet by space
- ☐ 80 chairs in a theatre-style set up
- ☐ Four (4) 8-foot skirted tables for dais
- ☐ Podium
- ☐ 12-18 inch riser for dais (recommended and can be confirmed with site inspection)
- ☐ 6-8 -patch media-box (mult-box) in back of room for radio/TV to capture sound output
- ☐ Four-Six (4-6) microphones for dais, plus additional two (2) wireless microphones for podium and media Q&A
- ☐ Sound system that should either be used with internal house sound or external system that provides two speakers
- ☐ One (1) video projector (rear projection preferred) with audio capability
- ☐ Technical assistance for A/V system
- ☐ Wireless network; a 10 Meg line (upload/download) is preferred.
- ☐ Dedicated T1 line or similar for live web cast, if possible.
- ☐ Six (6) 110V outlets
- ☐ Security at main entrance to room
- ☐ Parking for media (free of charge)
- ☐ Stage Lighting (if necessary)

TV COMPOUND SPACE AND INTERNET CONNECTIVITY REQUIREMENTS: INTERNET and PHONE HARD LINES

Requires approximately 4,000 square feet with close proximity to the finish line (as early as Friday evening before the race). Requires hard connections within 200 feet of the TV Compound (to be mutually determined).

- ☐ 2 separate hard line drops to the Production Compound or single hard line drop with the total capacity of 2 drops (WIFI connectivity cannot be used)
- ☐ 25 Mbps Up/40 Mbps Down Minimum (more available speed the better) on each line
- ☐ If a dual hardline drop is not possible with these required speeds, you can deliver 1 singular drop totaling the required speeds
- ☐ Provide 5 Static IP address per drop (our routers will provide local DHCP access) or Unlimited DHCP addresses if DHCP is provided
- ☐ Open Ports
- ☐ Local provider should provide modems, switch, and/or CAT 5e/6 cables for use with our Wi-Fi routers. Please provide sufficient cabling to the Production Compound main transmission truck
- ☐ Technical contact should be available for the duration of the race
- ☐ Drop(s) should be available no later than 7:00am (day before) and will be deactivated by approximately 6:30pm on race day (depending on race and TV deliverable schedule)
- ☐ All equipment provided by the LOC and/or provider will need to be picked up by the technician or LOC representative upon agreed deactivation time.
- ☐ Will also need the (5) phone lines [different phone #'s], cannot be VOIP. **Please provide phone numbers once confirmed.**

COMMISSAIRES MEETING ROOM

- ☐ Small conference room, close to the FINISH LINE, for approximately 8-10 people.
- Must have access 1 hour prior to the Finish and 2 hours following the Finish of the race.

PARKING REQUIREMENTS

TEAM PARKING AND MECHANICS WORK AREA (TEAM HOTELS)- Needed 7 days in advance of race through the morning after race day. Requires a sizable portion of the Team Hotel(s) parking lot(s)- equivalent of 10-15 contiguous parking spaces per Team (250-300 spaces)- with DEDICATED overnight security. Each team travels with a combination of vehicles such as a motor coach, trailer, and support vehicles, and additional space is needed for mechanics to work on bikes. Must have access to water- 75-150 gallons of non-potable water per team, and power- one 20-amp plug-in per team. Three 30-amp plug-ins may be requested. Each team should have a hose connection available to them within 50' and access to an electrical outlet within 50'. Minimum 14' clearance is required.

TEAM PARKING (FINISH LINE)- Requires a sizable surface lot (approximately 150 parking spaces) in close proximity to the finish line, to accommodate team vehicles. Each team travels with a motor coach, trailer and two support vehicles.

VIP PARKING- Requires parking located adjacent to the finish area for approximately 200 vehicles for VIPs and sponsors. If a parking area must be secured outside of the venue, shuttle transport should be provided.

EVENT/EXPO PARKING- Requires surface lot parking within close proximity of the finish area for approximately 70 normal/oversized vehicles for event and Expo vendors. If a parking area must be secured outside of the venue, shuttle transport should be provided.

MEDIA PARKING- Parking for 35 local and visiting working media within close proximity of the media workroom/press conference.

STAFF PARKING- Requires parking for approximately 100 vehicles adjacent to the finish line location. If a parking area must be secured outside of the venue, shuttle transport should be provided.

CREW PARKING- Surface parking must be secured for the construction crew vehicles (24' box trucks) at the finish location. If a parking area must be secured outside of the venue, shuttle transport should be provided.

SPECTATOR PARKING

Parking should be identified and made available for spectators. LOC is responsible for providing signage/volunteers to direct spectators to designated parking areas.

*Please note: On-street parking may also be made available for any group, but barricades and volunteers will need to be available to control the access points. These streets must be closed during the event.

OVERNIGHT SECURITY

The Host City is financially obligated to provide dedicated, on-site, overnight Security to watch over equipment and crews. Overnight security personnel is required for the following locations:

- Team Parking and Mechanics Work Area at Team Hotel(s)
 - The Host City is financially obligated to provide dedicated, on-site, overnight Security at the Team HQ Hotel(s) to monitor the team parking area. Security should cover the hours between 7:00 pm and 7:00 am. Security should be provided from Friday, July 29 through the morning of Tuesday, August 2.
- Production Crew Load Lot
 - The Host City is financially obligated to provide dedicated, on-site, overnight Security at the Load Lot to monitor the equipment/trucks. Security should cover the hours between approximately 7:00 pm and 7:00 am. Security should be provided from Thursday, July 28 through the morning of Monday, August 1.
- Finish Line (includes Expo, TV Compound, etc.)
 - The Host City is financially obligated to provide dedicated, on-site, overnight Security at the TV Compound to monitor the equipment/trucks. Security should cover the hours between approximately 7:00 pm and 7:00 am. Security should be provided from Friday, July 29 through the morning of Monday, August 1.

VOLUNTEER PROGRAM

The host city LOC is responsible for recruiting and organizing local volunteers. Volunteer support is critical to the success of the LOC in fulfilling their TOU obligations. Each host city will have different volunteer requirements based on the course route and footprint. The average number of volunteers required for a finish city range between 100 and 250.

AWARDS CEREMONY

The LOC has the opportunity to allocate one (1) welcome speaker (i.e. Mayor or other local city official) and three (3) awards presenters for the official awards ceremony (1st, 2nd and 3rd).

The LOC will provide ten (10) floral bouquets to be used in the awards ceremony.

In addition, the LOC/host city can provide a unique gift to the stage winner.

**Additional details, timelines, and forms regarding the awards ceremony will be provided during the planning process*

End

CEDAR CITY COUNCIL
AGENDA ITEMS - 2
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: December 7, 2015

SUBJECT: Consider an ordinance amending the zoning from Residential -1 (R-1) to Residential Estates (RE) on approximately 38.78 acres of property located in the vicinity of 3300 West and 2500 South

DISCUSSION:

This property is located to the West of the Eagle Ridge at South Mountain Subdivision. The developer would like to change the zoning from Residential -1 (R-1) to Residential Estates (RE). The City's zoning ordinance may be accessed through the City's web page. R-1 is located 26-III-2, and RE is located in 26-III-9. The general land use plan for the property is low density residential and either the R-1 zone or the RE zone would further the General Land Use Plan's goal of low density residential development.

This project received a positive recommendation from the planning commission. Attached you will find the zone change ordinance, Planning Commission minutes, and a map of the area.

Please consider amending the zoning for the above property from R-1 to RE.

CEDAR CITY ORDINANCE NO. _____

AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING DESIGNATION FROM RESIDENTIAL - 1 (R-1) TO RESIDENTIAL ESTATES (RE) ON APPROXIMATELY 38.78 ACRES OF LAND LOCATED IN THE VICINITY OF 3300 WEST AMD 2500 SOUTH.

WHEREAS, the owners of property located in the vicinity of 3300 West and 2500 South have petitioned Cedar City to change the zoning designation from Residential - 1 (R-1) to Residential Estates (RE) on approximately 38.78 acres of land, the property is more particularly described as follows:

PARCEL B-1568-9 DESCRIPTION:

BEGINNING AT THE CENTER QUARTER CORNER OF SECTION 29, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN; THENCE ALONG THE EAST-WEST CENTER SECTION LINE OF SAID SECTION S89°57'44"E 1862.78 FEET; THENCE LEAVING SAID SECTION LINE S00°06'49"E 141.61 FEET; THENCE S23°09'25"W 54.38 FEET; THENCE S02°59'14"W 125.17; THENCE S16°15'14"W 144.52 FEET; THENCE S21°27'56"W 167.94 FEET; THENCE S69°59'47"W 33.17 FEET; THENCE S07°00'28"E 192.57 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF SOUTH MOUNTAIN DRIVE; THENCE ALONG THE NORTH R.O.W. LINE OF SAID DRIVE FOR THE FOLLOWING (3) CALLS: THENCE S82°59'32"W 547.44 FEET TO A TANGENT CURVE TO THE LEFT (CHORD BEARS S80°24'47"W 452.99 FEET); THENCE ALONG THE ARC OF SAID CURVE 453.15 FEET WITH A RADIUS OF 5033.00 FEET, A CENTRAL ANGLE OF 05°09'31"; THENCE S77°50'01"W 754.51 FEET TO A POINT ON THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION; THENCE ALONG SAID CENTER SECTION LINE N00°06'12"E 1116.60 FEET TO THE POINT-OF-BEGINNING (P.O.B.) AND CONTAINS 38.78 ACRES.

WHEREAS, after providing public notice as required by City ordinance the Cedar City Planning Commission considered the proposed amendments to the City's zoning designation for the above described property and found that the amendments are reasonably necessary, are in the best interest of the public, and are in harmony with the objectives and purposes of Cedar City's zoning ordinance, and in furtherance of the Cedar City General Land Use Plan. The Planning Commission has given the proposed zone changes a positive recommendation; and

WHEREAS, the City Council after duly publishing and holding a public hearing to consider the proposed zoning designation amendment finds the proposed amendment furthers the City's policy of establishing and maintaining sound, stable, and desirable development within the

City, and promoting more fully the objectives and purposes of the City's zoning ordinance, corrects manifest errors, and is in furtherance of the Cedar City General Land Use Plan.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's zoning designation on the herein described property be changed from Residential – 1 (R-1) to Residential Estates (RE) and that City staff is hereby directed to make the necessary changes to the City's zoning map.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage by the City Council, signed by the Mayor and Recorder and published in accordance with State Law.

Dated this _____ day of December, 2015.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

It was brought up that if this were to change to RE they would be allowed to have horses and other animals. Then you get all the flies, etc.

Joel Hansen the property owner said that they are concerned with animals. His intent is for large estate type homes with no large animals. If he needs to go as far as a deed restriction, he will but the reason to go with the RE is due to the elevations and the layout of the land is more conducive to the larger lots. As far as horses, he does not want to see any mass grading and he will go as far as deed restrictions on the horses, etc. Fred said then, they are looking at something more like the Harmony Mt. Ranches just larger lots for larger homes. Joel said they were looking to create these lots for the upper class homes. He is trying to do the best and highest use although with the RE he will have fewer lots than he could develop this in. The RE is actually a down zone from the R-1. The land on the north is all owned by SITLA. They have no problem with what he is trying to do and the zone change. Joel has talked to the owner on the east side of him. He also has no problem as his land is all zoned R-2.

The motocross track that is on that land now was discussed. Joel paid to have his land surveyed and the next day most markers were gone. Joel is also working with the CCPD to keep the kids from using the land as a track. Talked about posting no-trespassing signs. Joel said all the owners in the entire area were notified that that land was not to be used for a track and that is considered a warning. If anyone is caught after this, it will be a fine.

Fred moved to approve the Vicinity of Estates at South Mountain Phase 1, seconded by Jennie and the vote was unanimous.

**3- Zone Change R-1 to RE South Mt. Drive Three Eagle LLC/Watson Eng.
 (Recommendation)**

The Zone change area map was brought up. Joel Hansen pointed out that phase 1 just talked about was on the west of this larger area. He is asking to change the whole piece of about 38 acres to the RE zone. He has planned that entire area out and has gone over it with contractors, surveyors, engineers, etc. three times to make sure that it all lays out well. He pointed out the piece that will be phase 1 but would rather change the zone on it all rather than do it in pieces.

Mike asked about the size of these lots. Joel said they will range in size from 1.3 acres down to about 1/2 acre in size. He will do a total of only 41 lots in the 38 acres.

Kit said although it is master planned to be R-1, staff feels that he is actually decreasing the density of R-1 so there is no issue with the density.

This zone change will be a Public Hearing at City Council. Joel was asked about the notices and he said they were all sent.

Jennie moved to give a positive recommendation to City Council for the zone change along South Mt. Drive, seconded by Mike and the vote was unanimous.

CEDAR CITY COUNCIL
AGENDA ITEMS - 3
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: December 7, 2015

SUBJECT: Consider an ordinance changing the zoning from Highway Services (HS) to Residential High Density (R-3-M) on approximately 5.21 acres of property located in the vicinity of 400 North and 1100 West.

DISCUSSION:

This property is located East of Interstate 15, 200 North and South of 400 North. The property is currently undeveloped. The developer would like to change the zoning from Highway Services (HS) to Residential High Density (R-M-3). The City's zoning ordinance may be accessed through the City's web page. HS is located at 26-III-15, and R-M-3 is located at 26-III-8. The general land use plan for the property is mixed use and R-M-3 would be an appropriate to further the mixed use land use designation.

This project received a positive recommendation from the planning commission. Attached you will find the zone change ordinance, Planning Commission minutes, and a map of the area.

Please consider amending the zoning for the above property from HS to R-3-M.

CEDAR CITY ORDINANCE NO. _____

AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S ZONING DESIGNATION FROM HIGHWAY SERVICES (HS) TO RESIDENTIAL, MULTIPLE UNITS (R-3-M) ON APPROXIMATELY 5.21 ACRES OF LAND LOCATED IN THE VICINITY OF 400 NORTH AND 1100 WEST.

WHEREAS, the owners of property located in the vicinity of 400 North and 1100 West have petitioned Cedar City to change the zoning designation from Highway Services (HW) to Residential, Multiple Units (R-3-M) on approximately 5.21 acres of land, the property is more particularly described as follows:

JR WRIGHT ENTERPRISES, LLC - 1100 W. 400 N. ZONE CHANGE DESCRIPTION FROM HS TO R-3-M

BEGINNING AT A POINT WHICH IS SITUATED S. 0°13'25" E. ALONG THE ¼ SECTION LINE 375.94 FEET AND EAST 109.36 FEET FROM THE NORTHWEST CORNER OF THE NW1/4SE1/4 OF SECTION 10, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLB&M, THENCE N. 89°42'25" E. 621.63 FEET, THENCE S. 0°35'54" E. 444.21 FEET, THENCE N. 89°25'23" W. 327.44 FEET, THENCE N. 0°24'03" W. 160.54 FEET, THENCE S. 89°35'57" W. 296.28 FEET, THENCE N. 0°17'45" W. 279.25 FEET TO THE POINT OF BEGINNING. CONTAINS 5.21 ACRES OF LAND.

WHEREAS, after providing public notice as required by City ordinance the Cedar City Planning Commission considered the proposed amendments to the City's zoning designation for the above described property and found that the amendments are reasonably necessary, are in the best interest of the public, and are in harmony with the objectives and purposes of Cedar City's zoning ordinance, and in furtherance of the Cedar City General Land Use Plan. The Planning Commission has given the proposed zone changes a positive recommendation; and

WHEREAS, the City Council after duly publishing and holding a public hearing to consider the proposed zoning designation amendment finds the proposed amendment furthers the City's policy of establishing and maintaining sound, stable, and desirable development within the City, and promoting more fully the objectives and purposes of the City's zoning ordinance, corrects manifest errors, and is in furtherance of the Cedar City General Land Use Plan.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that the City's zoning designation on the herein described property be changed from Highway Services (HS) to Residential, Multiple Units (R-3-M) and that City staff is hereby directed to make the necessary changes to the City's zoning map.

Remainder of page intentionally left blank.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage by the City Council, signed by the Mayor and Recorder and published in accordance with State Law.

Dated this _____ day of December, 2015.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

MEMBERS ABSENT: MIKE MITCHELL - Excused

Staff in attendance: Kit Wareham, Paul Bittmann, Drew Jackson and Michal Adams

Others in attendance: Kelly Newville, Rick Rosenberg, Bob Platt, Dave Westwood, John & Tammy Pensis, Leslie Dodge, Richard Browning, Don Oswald, Uz & Roger Ehcia, and Karl Esplin

| <u>ITEM/ REQUESTED MOTION</u> | <u>LOCATION/PROJECT</u> | <u>APPLICANT/ PRESENTER</u> |
|-----------------------------------|-------------------------|---------------------------------|
|-----------------------------------|-------------------------|---------------------------------|

I. Regular Items

- 1- Approval of Minutes (November 3, 2015)
(Approval)

Fred made a motion to approve the minutes of November 3, 2015, seconded by Mary and the vote was unanimous.

- 2- Zone Change HS to R-3-M 1100 West & 400 North JR Wright/Platt & Platt
(Recommendation)

Don Oswald presented; he said the location was along 1100 West just north of the Denny's and the America Best Value Inn. It is all the dirt area to the north of them up to 400 North.

Kit said the General Plan shows this area to be mixed use and that would allow for the R-3 zone. It is all adjoining the R-3 zone along the east and north. It is currently zoned HS. And the total acreage is 5.2.

JR Wright owns all this land.

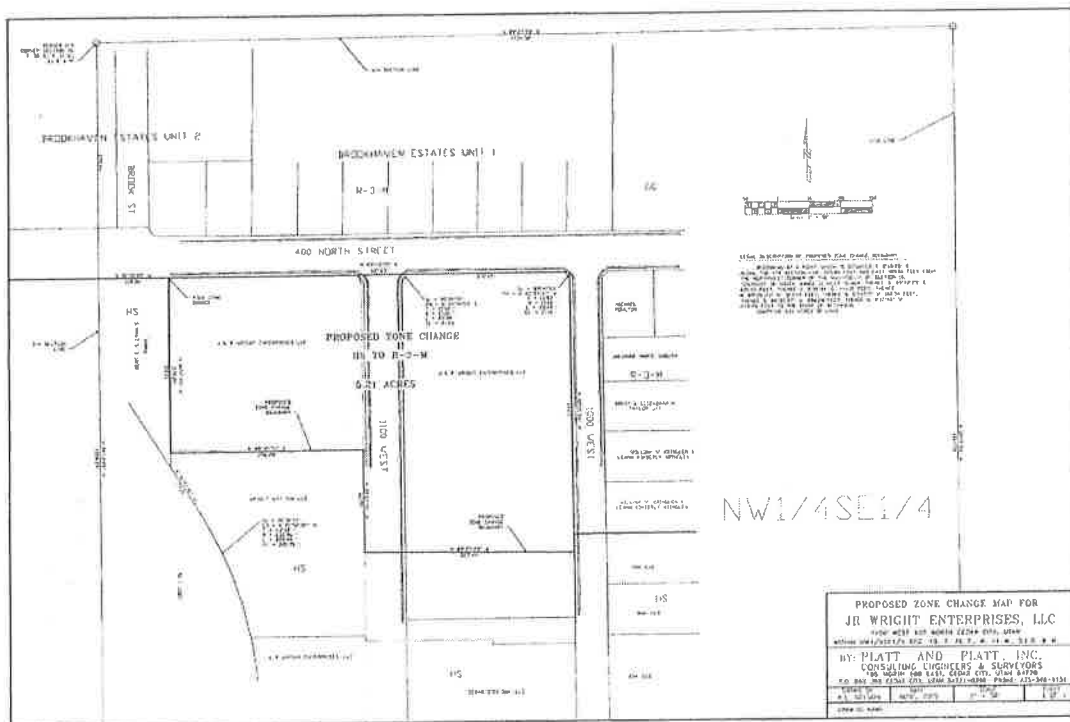
Don discussed the asphalt parking area just north of the motel. They put that in for a truck turn around but it was not needed for the motel parking. That parking all existed before they put in this asphalt area and part of that asphalt is in this zone change and will be eliminated.

Fred wanted to know if the motel there would still have adequate parking once this area was taken out. Don said the motel had sufficient parking when it was built and they did this asphalt area later. It will not affect the motel's needed parking.

Drew said they will require a parking analysis anytime someone adds or deletes parking spaces.

They will need them to do this for the motel as they are taking a parking lot away. Don also said part of that lot will stay as they have their trash dumpster on that side and will leave a 25' strip or so to access that.

Jennie made a motion to give the City Council a positive recommendation for the zone change from HS to R-3-M along 1100 West and 300-400 North. Seconded by Chris and the vote was unanimous.



CEDAR CITY COUNCIL
AGENDA ITEMS - 4
DECISION PAPER

TO: Mayor and City Council

FROM: City Attorney

DATE: December 7, 2015

SUBJECT: Consider amendments to the City's zoning ordinance allowing for Assisted Living Facilities

DISCUSSION:

The City's zoning ordinance currently defines and has regulations for a variety of congregate living facilities. One of these facilities is defined by ordinance as an Assisted Living Facility. There has been an application from an interested party to construct an Assisted Living Facility here in Cedar City. When staff went to the ordinance to see where such a use would be allowed staff found that the ordinance did not have a location where such a use would be allowed.

This ordinance make it a permitted use to have an Assisted Living Facility in the R-3-M zone and also amends the parking ordinance to establish the minimum amount of off street parking that will be required for such a facility.

Attached are the proposed ordinance and the planning commission minutes. Please consider the ordinance allowing Assisted Living Facilities as a permitted use in the R-3-M zone and establishing the minimum necessary parking.

CEDAR CITY ORDINANCE NO. _____
AN ORDINANCE OF THE CEDAR CITY COUNCIL AMENDING CEDAR CITY'S
ZONING ORDINANCE; ESTABLISHING ZONES WHERE AN ASSISTED LIVING
FACILITY IS A PERMITTED USE; AND INCLUDING REQUIRED PARKING.

WHEREAS, Chapter 26 of the ordinance of Cedar City, Utah, is the City's zoning ordinance; and

WHEREAS, Cedar City has established different zones throughout the City where different types of land uses are permitted, conditional, or not permitted; and

WHEREAS, currently there is not a zone within Cedar City that permits an Assisted Living Facility; and

WHEREAS, the City has received a request by an individual interested in constructing and running an Assisted Living Facility to permit such a use within Cedar City; and

WHEREAS, Chapter 26, Article 12 of the Ordinance of Cedar City, Utah, allows amendments to the City's zoning ordinance in order to promote more fully the objectives and purposes of the zoning ordinance or to correct manifest errors therein; and

WHEREAS, Chapter 26, Article 1 of the Ordinance of Cedar City, Utah, states the purposes of the City's zoning ordinance are as follows:
This Chapter is hereby declared to be enacted for the purpose of promoting the health, safety, convenience, morals, and general welfare of the inhabitants of Cedar City, Utah, and:

- (A) To encourage and facilitate the orderly growth and development of the City.
- (B) To promote sanitation and the health of the inhabitants.
- (C) To promote safety from fires, floods, traffic hazards, panic and other dangers.
- (D) To lessen congestion in the streets, to provide adequate light and air, prevent the over-crowding of land and avoid undue concentration of population.
- (E) To secure economy in municipal expenditures and to facilitate adequate provisions for transportation, water, sewage, schools, parks, and other public requirements.
- (F) To stabilize and improve property and prevent obsolescence and degeneration of buildings.
- (G) To increase the security of home life, improve the morals, and preserve and create a more favorable environment in which to rear children.

- (H) To promote the development of a more wholesome serviceable and attractive city, and,
- (I) To maintain or improve the quality of life for present and future inhabitants.

WHEREAS, The Cedar City Planning Commission has reviewed the proposed amendment to the City's zoning ordinance and provides a positive recommendation to the City Council to establish a permitted use for an Assisted Living Facility and provide a minimum number of off street parking; and

WHEREAS, The Cedar City Council has considered the recommendation of the Planning Commission during a duly publicized public hearing held during its December 9, 2015, work meeting; and

WHEREAS, the City Council finds that the proposed amendments contained herein are reasonably necessary, in the best interests of the public, and in harmony with the purposes and objectives of this ordinance as stated herein.

NOW THEREFORE BE IT ORDAINED by the City Council of Cedar City, State of Utah, that Chapter 26, Article III Section 8 of the ordinance of Cedar City be amended to include the following underlined provisions and delete the following struck out provisions:

SECTION 26-III-8. R-3 Residential Zone (Dwelling, Multiple Unit).

(A) **Objectives and Characteristics:** The objective in establishing the R-3 Residential Zone (Dwelling, Multiple Unit) is to provide a residential environment within the City which is characterized by a variety of dwelling types having widely varying forms, shapes and density. Attractive lawns, shrubs, trees, and other landscape plantings about the houses are characteristic of this zone. Typical also of the R-3 Zone with multiple units is, a greater movement of vehicular traffic, and a denser residential environment than is characteristic of the R-2 Zones. Representative of the uses in this zone are dwelling units, schools, parks, and playgrounds. Commercial and industrial uses are not permitted uses in this zone.

(B) **Permitted Uses:** The following uses shall be permitted in the R-3 Residential Zone (Dwelling, Multiple Unit):

- (1) Any use permitted in the R-1 and R-2 Residential Zones, and R-3 Residential Zones with single dwelling units.
- (2) Three and four-family dwellings, apartment houses, townhomes and other multiple dwellings.
- (3) Boarding and rooming houses.
- (4) Private Schools.

(5) Non-profit Community Service Clubs, except those whose activity of which is customarily carried on as a business.

(6) Planned Unit Developments approved per this ordinance.

(7) Residential facility for persons with a disability, not to exceed twelve (12) residents (see Article XVI).

(8) Raising and keeping chickens for non-commercial purposes and subject to Article IV - Supplementary Regulations.

(9) Assisted Living Facilities as defined in Section 26-1-4(B)(14).

(C) **Conditional Uses:** See Section 26-XI-5.

(D) **Lot Area Requirements:** An area of not less than six thousand (6,000) square feet for a single-family dwelling, or nine thousand (9,000) square feet for a duplex or twin home, plus one thousand five hundred (1,500) additional square feet of lot area for each additional dwelling unit above 2 units, and not less than seven thousand (7,000) square feet for any main building other than dwellings. In no case shall there be more than 24 units per acre. Twin homes shall have a minimum lot area of four thousand five hundred (4500) square feet on each side of the common separation.

(E) **Lot Width Requirements:** The minimum lot widths shall be:

- (1) For single-family detached dwellings: fifty five (55) feet at the front setback.
- (2) For twin homes or duplexes: seventy (70) feet at front property line (35 feet each side of a twin home lot)
- (3) For any multi-unit dwelling: fifty five (55) feet at front property line.

(F) **Building Setback Requirements:**

(1) **Side Setback:** The minimum side yard for any R-3 zone shall be six (6) feet and the total width of the two required yards shall be not less than sixteen (16) feet. The minimum side yard for a private garage shall be six (6) feet except that private garages and other accessory buildings located at least six (6) feet in the rear of the main building may have a minimum side yard of one (1) foot, provided that no private garage or other accessory building shall be located closer than twelve (12) feet to a dwelling on an adjacent lot. On corner lots, the side yard which faces on a street, shall be not less than twenty (20) feet for main buildings, and not less than twenty (20) feet for accessory buildings. A carport, may be built within one

- (1) foot of the property line except on the street side of corner lots. However, all walls must comply with said yard regulations for dwellings. A party wall shall be

permitted where both accessory buildings are located at least twelve (12) feet in the rear of both adjacent dwellings.

(2) Front Setback: Same as R-1 Residential Zone.

(3) Rear Setback: Same as R-2 Residential Zone.

(G) **Building Height Requirements**: No building shall be erected to a height greater than thirty five (35) feet, except as provided by the Board of Adjustment.

(H) **Building Size Requirements**: No requirements.

(I) **Special Provisions**: Same as in R-1 Residential Zone.

(J) **Supplementary Regulations**: See Article IV, Supplementary regulations to all Zones.

Amended by Cedar City Ordinance No. 0125-12-1, and _____.

NOW THEREFORE BE IT FURTHER ORDAINED by the City Council of Cedar City, State of Utah that the provisions of Chapter 26, Article 5, Required Parking, is amended to include the underlined text and eliminate the struck out text:

CHAPTER 26
PLANNING AND ZONING
ARTICLE V REQUIRED PARKING

- Section 26-V-1. Parking Space Required.
- Section 26-V-2. Required Parking; Residential Uses.
- Section 26-V-3. Required Parking; Commercial Uses.
- Section 26-V-4. Required Parking; Industrial Uses.
- Section 26-V-5. Required Parking; Other Uses.
- Section 26-V-6. Required Parking; Uses Not Mentioned.
- Section 26-V-7. Joint Use Daytime and Nighttime Parking
- Section 26-V-8. Parking Facilities Required for New Uses.
- Section 26-V-9. Parking Facilities Required for Change of Use or Change of Occupancy.
- Section 26-V-10. Parking Facilities Required for More Intensive Use.
- Section 26-V-11. Parking Facilities; Non Conforming
- Section 26-V-12. Permissive Parking and Loading Facilities.
- Section 26-V-13. Location and Control of Parking Facilities.
- Section 26-V-14. Computation of Required Parking Spaces.
- Section 26-V-15. Combined Parking Areas.
- Section 26-V-16. Mixed Uses.
- Section 26-V-17. Size of Parking Spaces.
- Section 26-V-18. Access to Parking Facilities.

Section 26-V-19. Other Access Requirements.
Section 26-V-20. Circulation within a Parking Area.
Section 26-V-21. Location of Parking Facilities Restricted.
Section 26-V-22. Development and Maintenance of Parking Areas.
Section 26-V-23. Lighting of Parking Areas.
Section 26-V-24. Limitation on Use of Required Parking Area.
Section 26-V-25. Continuing Obligation.
Section 26-V-26. Plot Plan Approval Required.
Section 26-V-27. Required Off-Street Loading Space.
Section 26-V-28. Handicapped Parking Required.
Section 26-V-29. Marking of Parking.
Section 26-V-30. Parking Surface.
Section 26-V-31. Landscaping.

SECTION 26-V-1. Parking Space Required

The number of off-street parking spaces required for each use shall be no less than the number set forth herein.

SECTION 26-V-2. Required Parking; Residential Uses

(A) **One unit dwelling per lot:** Two (2) parking spaces for each dwelling unit. Tandem parking shall be allowed.

(B) **Two unit dwelling per lot:** Two (2) parking spaces for each unit that contains one or two bedrooms. Units that contain three bedrooms and above: one and one third (1.30) parking stalls for each bedroom. Tandem parking shall be allowed.

(C) **Three unit dwellings:** Two (2) parking spaces for each unit that contains one or two bedrooms. Units that contain three bedrooms and above: one and one third (1.30) parking stalls for each bedroom.

(D) **Four unit dwellings, or more:** One and one third (1.30) parking stalls per bedroom.

SECTION 26-V-3. Required Parking; Commercial Uses

(A) **Automotive Repair/Service:** Three (3) spaces for each service bay (service bays shall not be considered a parking space). Plus one (1) space for every 250 square feet of office and show room area.

(B) **Automobile and machinery sales:** One (1) space for each 750 square feet of floor area, or five (5) parking spaces, whichever is greater.

(C) **Banks:** One (1) space for each 300 square feet of floor area.

(D) **Beauty Salons:** One and one half (1.5) spaces for each operator chair plus one (1) for

each employee.

(E) **Bowling Alleys**: Five (5) spaces for each lane. (Additional parking spaces for balance of building calculate according to use.)

(F) **Cafes, cafeterias, restaurants, bars, night clubs and other similar places dispersing food or refreshments**: One (1) space for each four (4) fixed seats, plus one (1) for every 35 square feet of seating area where there are not fixed seats, plus one (1) parking space for each employee on the largest shift.

(G) **Clinics**: Five (5) parking spaces for each doctor or dental office.

(H) **Dance halls and skating rinks**: One (1) space for every four persons based on maximum allowable occupancy.

(I) **Dance/karate studios**: One (1) space for every 350 square feet of floor area.

(J) **Furniture sales and repair, major household appliance sales and repair**: One (1) space for each 600 square feet of floor area.

(K) **Homotel**: One and one half (1.5) parking spaces for each bedroom.

(L) **Hotels and motels**: One (1) space for each living or sleeping unit, plus one (1) space for each 250 square feet of office area.

(M) **Mortuaries and Funeral Homes**: One (1) parking space for each 35 square feet of assembly area floor space.

(N) **Professional, business, or administrative office (excluding medical and dental)**: One (1) space for each 250 square feet of floor area in office space.

(O) **Open air commercial uses**: One (1) space for each 2,000 square feet of lot area devoted to sales and display, or five (5) parking spaces, whichever is greater.

(P) **Plumbing, heating and electrical shops**: One (1) for each 500 square feet of floor area.

(Q) **Retail establishments otherwise not enumerated in this section, such as drug stores, departments stores, repair shops, animal hospitals, business schools**: One (1) space for each 600 square feet of building floor area, except area devoted exclusively to warehousing or storage, or three (3) parking spaces, whichever is greater.

(R) **Theaters, auditoriums, stadiums, sports arenas, gymnasiums**: One (1) space for each five (5) fixed seats or one (1) space for every 35 square feet of seating area where there are not fixed seats; also one (1) space for each 600 square feet of floor area not used for seating. (See Section 26-V-14)

(S) **Telemarketing Office**: One (1) parking space for each 150 square feet of gross floor area, or one (1) parking space for each work station, whichever is greater.

SECTION 26-V-4. Required Parking; Industrial Uses

Industrial uses shall require one (1) for each 250 square feet of office space, plus one (1) space for each 1000 square feet of manufacturing, plus one (1) space for each 2000 square feet of storage/warehousing.

SECTION 26-V-5. Required Parking; Other Uses

(A) **Bed & Breakfast**: One (1) space for each rental bedroom plus two (2) spaces for full time residents.

(B) **Clubs, lodges, fraternal organizations, social halls, assembly halls**: One (1) for each 25 square feet of floor space.

(C) **Government buildings designed for a public use not otherwise enumerated herein, such as public libraries**: One (1) for each 35 square feet of seating, office or assembly area.

(D) **Governmental buildings not frequently visited by the public, such as fire stations**: One (1) space for each 600 square feet of floor space.

(E) **Hospitals and Sanitariums**: One and one half (1.5) spaces for each patient bed, plus one (1) space for each 250 square feet of office area.

(F) **Indoor shooting ranges**: two (2) spaces for each shooting lane, plus one space for each two hundred and fifty (250) square feet of sales, storage, training, or other uses.

(G) **Jail/Sheriff/Highway Patrol**: One (1) parking space for each 250 square feet of floor space plus one (1) space for each employee.

(H) **Churches**: One (1) space for each five (5) fixed seats and in all areas used simultaneously for assembly purposes one (1) for each 35 square feet of non-fixed seating, and one (1) for each 250 square feet of office space. (See Section 26-V-14)

(I) **Public utility facilities, including electrical sub-stations, telephone exchanges, maintenance and storage facilities**: One (1) for each 250 square feet of office space and one (1) space for each 600 square feet of work area within a structure. Also one (1) for each vehicle used in connection with the use. (No requirements for facilities which are normally unattended by employees, except for maintenance.)

(J) **Public/Private Schools**:

(1) Elementary/Middle School: Three (3) parking spaces for every room used for administration or classroom.

(2) High School: One (1) Parking space for every room used for administration or classroom plus one space for each four students.

(K) Rest Homes: One 1) space for each four patient beds.

(L) Assisted Living Facility: An Assisted Living Facility that has multiple patients located in one building shall use the parking requirements for (K) Rest Homes. For residential dwellings units that are a part of an Assisted Living Facility, use the parking requirements for Residential Uses located in Section 26-V-2.

Amended by Cedar City Ordinance No. 0311-15, and _____.

SECTION 26-V-6. Required Parking; Uses Not Mentioned

The required off-street parking for any building, structure or use of land of a type which is not listed herein shall be determined by the City Building Official. The City Building Official shall be guided as much as possible by comparison with similar uses which are listed. Appeals may be taken to the Board of Adjustments.

SECTION 26-V-7. Joint use of Daytime and Nighttime Parking

Fifty percent of parking facilities used primarily for daytime use shall be available for nighttime use provided the parking area is contiguous with the owners properties and there are recorded covenants between the owners allowing such use of the parking facilities.

SECTION 26-V-8. Parking Facilities Required for New Uses

Any building or structure erected or located after the effective date of this Ordinance or any subsequent amendments thereto shall be required to provide off-street parking and loading facilities in accordance with the provisions of this Ordinance.

SECTION 26-V-9. Parking Facilities Required for Change of Use or Change of Occupancy

Whenever the existing use of a structure or the existing use of land is changed to another use or another occupancy, parking and loading facilities shall be provided as required by this Ordinance.

SECTION 26-V-10. Parking Facilities Required for More Intensive Use

When the intensity of use of any building, structure or premises shall be increased through the addition of dwelling units, floor area, seating capacity or other units of measurement specified herein, the additional required parking and loading facilities for such increase shall be provided.

SECTION 26-V-11. Parking Facilities; Non Conforming

Any use of property which on the effective date of this Ordinance, or of any subsequent amendment thereto, is non-conforming only as to the regulations relating to off-street parking and loading facilities, may be continued in the same manner as if the parking and loading facilities were conforming. However, such parking facilities as they exist shall not be further reduced.

SECTION 26-V-12. Permissive Parking and Loading Facilities

Nothing in this Ordinance shall be deemed to prevent the voluntary establishment of off-street parking or loading facilities in excess of those required by this Ordinance, provided that all regulations herein governing the location, design and operation of such facilities are adhered to.

SECTION 26-V-13. Location and Control of Parking Facilities

The off-street parking facilities required by this Ordinance shall be located on the same lot or parcel of land as the use they are intended to serve, except that in cases of practical difficulty, the City Building Official may approve a substitute location which meets the following conditions:

- (A) That all or part of the substitute location is within 400 feet from the principal use for which the parking is being provided. Said distance shall be measured as walking distance along a public street or sidewalk; and
- (B) That the substitute lot is in the same possession as the use it is intended to serve. Such possession may be by deed or long term lease, the terms of which meet the approval of the City Building Official. The present and future owners of the substitute lot shall be bound by covenants filed in the office of the County Recorder requiring such owner to maintain the required number of parking spaces for the duration of the use served.

SECTION 26-V-14. Computation of Required Parking Spaces

For the purpose of computing off-street parking spaces which are required by this Ordinance, the following rules shall apply:

- (A) Floor area shall mean gross floor area, unless otherwise specified for a particular use.
- (B) In stadiums, sports arenas, churches and other places of assembly in which benches or pews are used in place of seats, each eighteen (18) inches of length of such benches or pews shall be counted as one (1) seat.

(C) When determination of the number of off-street parking spaces results in a requirement of a fractional space, any fraction of less than one half ($\frac{1}{2}$) may be disregarded while a fraction of one half ($\frac{1}{2}$) or more shall be counted as one (1) required parking space.

(D) On-street parking shall not be counted towards meeting the parking requirements.

SECTION 26-V-15. Combined Parking Areas

The required off-street parking spaces may be provided collectively for two (2) or more buildings or uses, provided that the total number of parking spaces shall be not less than the sum of the requirements for each of the individual uses, and provided that all other requirements of this Ordinance are met.

SECTION 26-V-16. Mixed Uses

In the event that two (2) or more uses occupy the same building, lot or parcel of land, the total requirements for off-street parking and off-street loading spaces shall be the sum of the requirements of the various uses computed separately.

SECTION 26-V-17. Size of Parking Spaces

Each off-street parking space shall have dimensions not less than nine (9) feet in width and eighteen (18) feet in length, except that industrial employee parking may be eight and one half ($8\frac{1}{2}$) feet in width and eighteen (18) feet in length. No part of the area of a required parking space shall be used for driveways, aisles or other required improvements.

SECTION 26-V-18. Access to Parking Facilities

(A) Driveways: Access driveways shall be provided for ingress to and egress from all parking and loading facilities. Each parking and loading space shall be easily accessible to the intended user. The width of driveway entrances and exits from a public street shall be measured from the bottom of curb taper to bottom of curb taper and shall comply with the following standards unless specific exemptions are made by the Board of Adjustment for exceptional circumstances:

(1) Residential Uses:

- a. Minimum driveway width: 10 feet.
- b. Maximum driveway width: 34 feet.

(2) All other Uses:

- a. Minimum driveway width for one way entrances, exits and driveways to

public utility facilities not requiring a parking space: 12 feet.

b. Minimum driveway width for two-way entrance and exits: 24 feet.

c. Maximum driveway width: 50 feet.

(3) Water meters shall not be located within the driveway or taper access of the driveway.

(B) Access Control: Access to the station or the structure or the parking facility shall be controlled as follows:

(1) Access shall be by not more than two driveways from any one street upon which there is One Hundred Feet (100') of frontage or less. Any structure with more than One Hundred Feet (100') of frontage shall be allowed one (1) additional driveway for every additional One Hundred Feet (100').

(2) Driveways shall not be closer to each other than twelve (12) feet measured four (4) feet on each curb taper and four (4) feet between the curb tapers and no driveway shall be closer to a side lot line than three (3) feet. Twin home lots are not required to have driveway separation when garages are connected. When a commercial or industrial lot abuts any residential zone, a driveway shall be at least twenty feet (20') from the side lot line.

(3) On corner lots no driveway shall be closer than fifteen (15) feet to the point of intersection of the front property line with the side property line which abuts upon a street. No driveway shall be located across any curved section of frontage lying between said point of intersection and point of tangent.

(4) In all cases where there is an existing curb and gutter and sidewalk on the street, all curb cuts and driveways shall hereafter be made in accordance with these regulations.

(5) Where there is no existing curb and gutter or sidewalk, a curb or fence shall be installed in accordance with these regulations.

Amended by Cedar City Ordinance No. 0213-13

SECTION 26-V-19. Other Access Requirements.

The following additional requirements shall govern access to off-street parking facilities:

(A) Forward travel to and from parking facilities from a dedicated street or alley is required for all uses except residential. The parking area shall be adequate to facilitate the turning of vehicles to permit forward travel upon entering a street.

(B) All uses which adjoin a major collector street or larger shall conform with the Engineering Design Standards.

(C) The access to all off-street parking facilities shall be designed in a manner which will not interfere with the movement of traffic

(D) Access driveways across sidewalks or pedestrian ways shall be designed in such a manner as to promote pedestrian safety.

SECTION 26-V-20. Circulation Within a Parking Area

The circulation within a parking area shall comply with the following requirements:

(A) **Aisle Width:** Minimum aisle widths shall be provided in accordance with the angle of the parking spaces they serve.

(1) 30 degree Parking - 12 feet.

(2) 45 degree Parking - 12 feet.

(3) 60 degree Parking - 18 feet.

(4) 90 degree Parking - 24 feet. Other aisle widths shall be determined by interpolation from the above minimum requirements.

(B) **Circulation:** Circulation within a parking area with more than one (1) aisle must be such that a car need not enter the street to reach another aisle within the same parking lot.

(C) **Signs:** Directional signs shall be required to differentiate between entrance and exit access points to the street on single lane drives.

SECTION 26-V-21. Location of Parking Facilities Restricted

The location of parking and loading facilities shall comply with the following:

(A) In all zones, parking shall not be permitted in the required landscape area. The development of parking facilities in said prohibited areas and the parking thereon shall not be permitted and the installation of such parking facilities, including but not limited to, asphalt, concrete, gravel or any other material commonly used with parking, shall constitute a nuisance. The term parking facilities shall not include driveways, including circular driveways 12 ½ feet wide or less. Parking may be permitted in other required side and rear yards in the residential zones, providing all other requirements of this ordinance are met.

(B) In the Commercial and Industrial Zones parking between a building and a street may be permitted, providing all other requirements of this ordinance are met.

(C) No part of any parking area for more than five (5) vehicles shall be closer than ten (10) feet to any residence, school, hospital, or other institution for human care located on an adjoining lot, unless screened by a masonry wall or hedge not less than six (6) feet in height.

(D) In locations where parking areas abut public walkways, protective barriers shall be installed upon the parking area to prevent vehicles from being driven over said walkway and to protect pedestrians walking upon the sidewalk from cars parked in the parking lot.

SECTION 26-V-22. Development and Maintenance of Parking Areas

Every parcel of land hereafter used as a public or private parking area, including a commercial parking lot or a vehicle sales area, shall be developed and maintained in good condition and in accordance with the provisions of this Ordinance.

SECTION 26-V-23. Lighting of Parking Areas

Any lighting used to illuminate off-street parking facilities or vehicle sales areas shall be so arranged as to reflect the light down and away from the adjoining premises in any residential zone.

SECTION 26-V-24. Limitation on Use of Required Parking Area

Required parking areas shall be used exclusively for vehicle parking in conjunction with a permitted use and shall not be reduced or encroached upon in any manner, except that they may be used for special events. The parking limitations imposed by the special event shall be designed to maximize safety and traffic flow.

SECTION 26-V-25. Continuing Obligation

The required off-street parking and loading facilities shall be a continuing obligation of the property owner so long as the use requiring vehicle parking or vehicle loading facilities continues. It shall be unlawful for an owner of any building or use to discontinue or dispense with the required vehicle parking or loading facilities without providing other vehicle parking or loading areas which meet the requirements of this Ordinance.

SECTION 26-V-26. Plot Plan Approval Required

At the time a Building Permit is requested for any building or structure, or at the time a new use of land which would require off-street parking is established, a plot plan shall be submitted

showing the proposed development of the property including the layout and development of the parking and loading facilities. All parking and loading spaces shall be designated, as well as the access aisles and other improvements. The Building Official may disapprove such plans if he finds they are inconsistent with the requirements of this Ordinance.

SECTION 26-V-27. Required Off-Street Loading Space

(A) **Spaces Required**: One (1) off-street loading space shall be provided and maintained for every building or separate occupancy thereof having a gross floor area of ten thousand (10,000) square feet or more which requires the receipt or distribution of goods, materials, merchandise or supplies by vehicle. One (1) additional loading space shall be provided for each additional twenty thousand (20,000) square feet of gross floor area of such building or for each vehicle which must be loaded or unloaded at the same time, whichever requirement is greater.

(B) **Space Size**: Each required off-street loading space shall be not less than ten (10) feet in width, twenty-five (25) feet in length, and fourteen (14) feet in height.

(C) **School Buses**: Off-street loading and unloading space for busses shall be provided at all school sites. On-street loading and unloading of busses shall not be permitted at school sites.

SECTION 26-V-28. Disabled Parking Required

Disabled parking shall be provided and designed as specified in the current International Building Code, Chapter 11.

SECTION 26-V-29. Marking of Parking

All units that have 10 or more parking spaces shall designate parking by painted lines or other approved methods. All parking lots that have 60 or more parking spaces and have combined access driveways for ingress and egress to and from a public street shall have a painted centerline on the driveway that is 30-feet long and extends from the street into the parking lot.

Amended by Cedar City Ordinance No. 0109-13-1

SECTION 26-V-30. Parking Surface

All required parking facilities shall be hard surfaced.

Amended by Cedar City Ordinance No. 0213-13.

SECTION 26-V-31. Landscaping

All areas not covered by hard surface parking in the parking facility shall be landscaped. See

Article VI, Landscaping.

Amended by Cedar City Ordinance No. 0213-13.

BE IT FURTHER ORDAINED by the City Council of Cedar City, State of Utah, that when making the above amendments to the City's zoning ordinance staff is authorized to make such non substantive changes as are reasonably necessary to facilitate the purposes set forth herein.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon passage and publication as required by State Law.

Dated this ____ day of _____, 2015.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

PUBLIC HEARING

4- Ordinance Revision (Recommendation)

**address Assisted Living Centers InSite Engineering
and the parking required.**

Rich opened the public hearing.

Ron Larsen presented; he said his client wants to do an Assisted Living Center and there is no reference to that in the zoning ordinance to allow one and what zones they would be allowed in. (See attachment #1) They are proposing that to be in the R-3-M zone which would be the higher density. Also, they need to specify the parking for an Assisted Living Center as that is not addressed either. He went on to say that what Beehive would like to do is have a portion for single resident duplexes and that fits the zone, but there is no permitted use in the City Ordinance. Paul said they also want to have a larger unit with multiple rooms for individual people. It was explained this larger unit would be like others where they have their individual rooms, but meet on a larger scale for meals, any social things, etc. This would not only apply here, but would allow these type facilities in any R-3-M zone.

Ron said another thing along with this was the parking. Similar to other elderly living centers, they feel the larger home area could be the same as that then the duplexes would need the parking for separate living facilities. Those separate living facilities would be watched over by the large facility. It all seems to fit the definition of an Assisted Living Center but the ordinance does not tell you where you are allowed to place one.

Kit said the ordinance talks about congregate living and there are about 12 different types. There are only about three that have the specifics on them of where and what they are to be but this one did not have those specifics.

Chris said it makes perfect sense to allow them in the R-3-M zone. As the location they are looking at is already that zone, this would be much less dense than any apartments that someone could fit in there.

Ron said on the parking, they have discussed this. The duplexes would fall under duplexes but the larger building would fall about the same as a rest home. They feel they are looking at 1 parking stall per 4 beds.

Jennie asked so they would have two types of parking within this one facility? Ron said yes, on this one facility, as they have both the duplex living spaces and also the large home living space.

Jeff Merchant said he is the owner of the existing Beehive Homes. He talked about the need there is here in Cedar City for additional memory care facilities. There are only a couple of options and some have to go to St. George to get the care they need. He feels that people who have spent their entire lives here in Cedar should be able to complete out their life here. Their relatives should also be able to visit them here without traveling to St. George to do that. The other thing needed here is independent living space and those duplexes they are planning are ideal for that. They have their individual home but can also have the care they need as they get older. His goal is to let the elderly have the quality of life they want for as long as they want. The other or larger home would be for those that need significant help where they have a room of their own. His larger buildings would

only have 16-20 rooms and they are well within the density of the R-3-M zone.

Fred asked how many non-residents would they have that would need parking along with visitors. Jeff said they have a large home, with 1 large kitchen. The people living there rarely are driving a car. He said they would have a maximum of 5 employees at this location. The number of beds would be around 18.

Fred had some numbers from Salt Lake where they have 1 parking space per employee and 1 space for every 5-6 beds.

The care for the duplexes was further discussed. They would have all yard maintenance, snow removal and things like that done for them. Jeff said that his goal is to let these people do whatever they want, but have things taken care of for them also that they want. They can spend their day cleaning their place, or have that done for them. Be as independent as they want.

Jill asked how many phases his plan was. Jeff said they would do this in 2 phases, probably the duplexes and 1 large building first, then the other large building later on.

The public hearing was closed.

Chris made a motion to give a positive recommendation to City Council for the zone ordinance changes as explained. Seconded by Mary and the vote was unanimous.

PUBLIC HEARING

| | | | |
|----|--|---------------------------------------|--------------------------------|
| 5- | Ordinance Revision (Recommendation) | Parking for Single Occupancy rooms | Leavitt Foundation/InSite Eng. |
|----|--|---------------------------------------|--------------------------------|

Rich opened the public hearing. As this item was not ready, they would discuss, but then table this to the next meeting.

Fred would like Ron L. to do 1 thing; he thinks they need to get some surveys of 4-6 places around campus of how many people they have in connection with how many cars they have there. They have been looking at this. Fred said he remembers that this went to the Board of Adjustments and that also President Wyatt sent out a letter that says most of their students walk but he feels they also have cars. Fred also wondered if the further away from campus you were, the more you would need a car. If the students live right next to campus, they may not need a car.

Fred would like Ron to contact several landlords of just how many students they have and how many cars.

Paul had statistics from other college cities. It is all over the place; there are not set standards. Lots of them specify that when students live within campus the number of cars is reduced.

This will be on the meeting in 2 weeks.

Fred said he looked at Thunderbird Landing Apartments, and there were some in the street but there were about 10 empty parking spaces on site. Kit said when he went by there late at night, there were 10 cars along the street and only 1 parking space empty within the development.

They need to try and get a good idea of what is actually needed.

Rich closed the public hearing.

Chris made a motion to table this item to the next meeting, seconded by Jennie and the vote was unanimous.

**CEDAR CITY
COUNCIL AGENDA ITEM 5
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Kit Wareham

DATE: November 17, 2015

SUBJECT: Consider Vicinity Plan Amendment for the **Estates at South Mountain Phase 1** Subdivision

Discussion: The subject subdivision vicinity plan has been recommended for approval by the Cedar City Planning Commission. A copy of the Planning Commission's minutes is attached. Also attached is a copy of the subdivision's vicinity plan. As required in the City's subdivision ordinance once the Planning Commission recommends a subdivision vicinity plan for approval, the plan shall then be presented to City Council for your review and approval, or approval subject to alterations, or disapproval. The following is some general information concerning the subject subdivision:

Developer- **Joel Hansen (3 Eagle)**

Subd. General Location- **2050 South Main Street (West of Eagle Ridge at South Mountain)**

Area Land Use Zone- **Low Density Residential**

Number of Lots- **9**

Lot Size Range- **0.55 acres to 1.05 acres Residential Estates Lots**

Misc. Information- **This vicinity plan is located in an area that is master planned for low density R-1 type lots and is current zoned R-1. However, because this residential estates (RE) development is less dense the a normal R-1 subdivision vicinity plan was recommended by the Planning Commission.**

CEDAR CITY PLANNING COMMISSION
MINUTES

November 3, 2015

The Cedar City Planning Commission held a Meeting on Tuesday, November 3, 2015 at 5:15 p.m., in the Cedar City Council Chambers, 10 North Main, Cedar City, Utah. The agenda will consist of the following items:

Members in attendance: Rich Gillette-Chairman, Fred Rowley, Mike Mitchell, Jill Peterson, Chris McCormick, Mary Pearson and Jennie Hendricks

Staff in attendance: Kit Wareham, Paul Bittmenn, Drew Jackson and Michal Adams

Others in attendance: Dennis Toland, Eric Toland, Jeffrey Merchant, Ashlee Carlile, Ron Larsen, Tim Watson, Joel Hansen

The meeting was called to order at 5:15 p.m.

ITEM/
REQUESTED MOTION

LOCATION/PROJECT

APPLICANT/
PRESENTER

I. Regular Items

1- Approval of Minutes (October 20, 2015)
(Approval)

Mike moved to approve the minutes of October 20, 2015, seconded by Jill and the vote was unanimous.

2- Subd. – Vicinity
(Approval)

South Mt. Area
Estates at S. Mountain Phase1

Three Eagle LLC/Watson Eng.

Tim Watson presented; he said this would be a small 9 lot phase 1 of the Estates at South Mountain. It is just off South Mountain Drive on the west of Eagle Ridge. They want to change this area all to the RE zone so they can have larger lots, no curb, gutter and sidewalk unless the grades are over 5% of the area of the road. They will place a walking path on one side of the roads and will fully improve the subdivision according to the RE zone requirements. It is currently zoned R-1. The sloping was asked about. Fred wondered why it had to be more or less than 5%. Kit said anything less than 5% slope they felt there would not be very much runoff. Tim went on to explain how there would be a borrow ditch on one side of every road in the development. The walking path would be hard surface which could be anything from gravel base to asphalt or concrete. The only other RE development in the City is that portion of Equestrian Pointe but Kit said they put in all curb, gutter and sidewalk in that development. This one would be the first to just go with the standards of the RE zone.

The notices and public hearing were asked about. All around this parcel 300' were notified of the zone change but any public hearing for that zone change would come at the time it was presented to Council.

Tim said that the lay of the land also will be great as a RE development. The hillsides and the exact location of this phase 1 were discussed.

It was brought up that if this were to change to RE they would be allowed to have horses and other animals. Then you get all the flies, etc.

Joel Hansen the property owner said that they are concerned with animals. His intent is for large estate type homes with no large animals. If he needs to go as far as a deed restriction, he will but the reason to go with the RE is due to the elevations and the layout of the land is more conducive to the larger lots. As far as horses, he does not want to see any mass grading and he will go as far as deed restrictions on the horses, etc. Fred said then, they are looking at something more like the Harmony Mt. Ranches just larger lots for larger homes. Joel said they were looking to create these lots for the upper class homes. He is trying to do the best and highest use although with the RE he will have fewer lots than he could develop this in. The RE is actually a down zone from the R-1.

The land on the north is all owned by SITLA. They have no problem with what he is trying to do and the zone change. Joel has talked to the owner on the east side of him. He also has no problem as his land is all zoned R-2.

The motocross track that is on that land now was discussed. Joel paid to have his land surveyed and the next day most markers were gone. Joel is also working with the CCPD to keep the kids from using the land as a track. Talked about posting no-trespassing signs. Joel said all the owners in the entire area were notified that that land was not to be used for a track and that is considered a warning. If anyone is caught after this, it will be a fine.

Fred moved to approve the Vicinity of Estates at South Mountain Phase 1, seconded by Jennie and the vote was unanimous.

**3- Zone Change R-1 to RE South Mt. Drive Three Eagle LLC/Watson Eng.
(Recommendation)**

The Zone change area map was brought up. Joel Hansen pointed out that phase 1 just talked about was on the west of this larger area. He is asking to change the whole piece of about 38 acres to the RE zone. He has planned that entire area out and has gone over it with contractors, surveyors, engineers, etc. three times to make sure that it all lays out well. He pointed out the piece that will be phase 1 but would rather change the zone on it all rather than do it in pieces.

Mike asked about the size of these lots. Joel said they will range in size from 1.3 acres down to about ½ acre in size. He will do a total of only 41 lots in the 38 acres.

Kit said although it is master planned to be R-1, staff feels that he is actually decreasing the density of R-1 so there is no issue with the density.

This zone change will be a Public Hearing at City Council. Joel was asked about the notices and he said they were all sent.

Jennie moved to give a positive recommendation to City Council for the zone change along South Mt. Drive, seconded by Mike and the vote was unanimous.

**CEDAR CITY
COUNCIL AGENDA ITEM 4
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Kit Wareham

DATE: December 2, 2015

SUBJECT: Vicinity Plan for the Cedar Spectrum Commercial P.U.D.

Discussion: The subject PUD vicinity plan has been recommended for approval by the Cedar City Planning Commission. A copy of the Planning Commission's minutes is attached. Also attached is a copy of the PUD's Vicinity Plan. As required in the City's subdivision ordinance once the Planning Commission recommends a PUD vicinity plan for approval, the plan shall then be presented to City Council for your review and approval, or approval subject to alterations, or disapproval. The following is some general information concerning the subject PUD:

| | |
|-------------------------|--|
| Developer- | Frontage Group, LLC |
| Subd. General Location- | 1375 South Main Street (South Interchange Area) |
| Area Land Use Zone- | CC- Central Commercial |
| Number of Lots- | 3 |
| Lot Size Range- | 1 to 2 Acre Commercial Lots |
| Misc. Information- | This PUD includes the new LaQuinta Inn |

CEDAR CITY PLANNING COMMISSION
MINUTES

December 1, 2015

The Cedar City Planning Commission will hold a Meeting on Tuesday, December 1, 2015 at 5:15 p.m., in the Cedar City Council Chambers, 10 North Main, Cedar City, Utah.

Members in attendance: Rich Gillette-Chairman, Fred Rowley, Jill Peterson, Chris McCormick, Mary Pearson and Jennie Hendricks, Mike Mitchell

Members Absent: - none

Staff in attendance: Kit Wareham, Paul Bittmenn, Drew Jackson, Rick Holman and Michal Adams

Others in attendance: Heath Oveson, Ron Larsen, Bob Platt, Brent Drew, Tom Pugh, Arlo Fawson, Kelly Dalton, Lola Atwood, Jonathan Pine, Debra & Dale Pool, Marion Harrison, Marcus Hansen, Stewart BNullloch, Debgbie Pogue, and Spencer Jones

Meeting was called to order at 5:15 p.m.

ITEM/
REQUESTED MOTION

LOCATION/PROJECT

APPLICANT/
PRESENTER

I. Regular Items

1- Approval of Minutes (November 17, 2015)
(Approval)

Chris made the motion to approve the minutes of November 17, 2015, seconded by Mary and the vote was unanimous.

| | | |
|---|---|---|
| 2- PUD Vicinity (Recommendation) | 1371 S Main/ Cedar Spectrum/LaQuinta Inn | Cedar Spectrum/ Platt & Platt Eng. |
|---|---|---|

Bob Platt said the new inn owners currently own all the parcels. They want to turn this into a Commercial PUD. There will be the motel parcel then parcels 2 & 3. They are vacant at this time but they do have interested parties.

Fred asked about utilites. Marcus Hansen pointed out the shared access easement and said they would possibly use the same water system for all 3 parcels. It will be similar to the Blvd. Furniture PUD. The water vault was pointed out.

Bob stated the reason to have it as a PUD was so they can come up with some CC&R's and then be able to control what happens. This is more than just a simple minor lot, but that is the way the owner wants to go.

Kit said there were no concerns, they have checked this and it will go to City Council from here.

Bob said this is the vicinity, they will work out all the construction drawings and preliminary items with the Engineering department then they will come up with the final plat that will be approved by City Council.

Mike moved to give a positive recommendation on this commercial PUD to the City Council. Seconded by Jennie and the vote was unanimous.

7

CEDAR CITY ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE PROVISIONS CHAPTER 35 OF THE ORDINANCE OF CEDAR CITY, UTAH;
ALLOWING ANGLE PARKING ON THE SIDES OF THE DEPARTMENT OF WORKFORCE SERVICES BUILDING
LOT THAT FRONT 200 NORTH AND 200 EAST.**

WHEREAS, Title 41, Chapter 6a, Section 1402, Utah Code Annotated, 1953 as amended, requires vehicles parked on a two-way roadway to be parked with the right-hand wheels parallel to and within 12 inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder; and

WHEREAS, Title 41, Chapter 6a, Section 1402, Utah Code Annotated, 1953 as amended, also provides that a local highway authority may by ordinance permit angle parking along any roadway; and

WHEREAS, Chapter 35 of the Ordinance of Cedar City regulates traffic and travel on public streets and within Chapter 35 there are existing parking restrictions; and

WHEREAS, The state of Utah owns property located at approximately 200 North and 200 East, this property houses a building where the State operates the Department of Workforce Services (DWS). Due to expanded ability to provide various services DWS anticipates seeing additional need for parking; and

WHEREAS, The State of Utah does not own any other property in the vicinity of the DWS building that could be used for parking and has requested the City approve angle parking along both sides of the DWS property that front the public street.

NOW THEREFORE be it ordained by the City Council of Cedar City, State of Utah, that the following underlined language is to be included and the following struck out language is to be removed from Chapter 35, Section 11 of the Ordinance of Cedar City, State of Utah:

SECTION 35-11. On Street Perpendicular or Angle Parking Provisions

On street perpendicular or angle parking in designated areas may be permitted by the City Council after first obtaining input from the City Engineer, the Director of Public Works, and the Cedar City Chief of Police. Any perpendicular or angle parking areas shall be stripped, marked with upright placards, and designed by the City Engineer giving due consideration to driveways, intersections, and fire hydrants. The striping and placards shall conform to reasonable engineering standards as set forth in the most recent publication of the Manual on Uniform Traffic Control Devices. If additional perpendicular or angle parking areas are adopted such amendments shall not be effective until proper striping and signs are in place.

1. The following areas are designated as angle parking areas:

- A. Along 200 West in front of the Southwest Plumbing offices located at 506 North and 200 West.

- B. Along the East side of 100 West between Center Street (University Boulevard) and Hoover Avenue.
- C. On the West side of 100 East +/- 810 feet to the North of the intersection of 200 North (Freedom Boulevard) and 100 East.
- D. On the East side of 100 West +/- 122 feet to the North of the intersection of 100 West and Hoover Ave. and leaving approximately the first +/- 20 feet to the North of Hoover Ave. free of angle parking spaces so as to increase the line of sight for turning vehicles.
- E. On the West side of 200 East beginning 30 feet South of the intersection with 200 North and extending +/- 118 feet to the South. On the South side of 200 North beginning 30 feet West of the intersection with 200 East and extending 305 feet to the West. Additionally the angle parking along 200 North shall be configured so that no angle parking is allowed within 20 feet of the bottom of any curb taper on both sides of all driveways within the area.

2. The following areas are designated for perpendicular parking areas:

- A. On the North side of 200 South along the frontage of the Iron County Senior Citizens Center located at 461 East and 200 South.

Enacted by Cedar City Ordinance No. 0211-15-1.

Amended by Cedar City Ordinance No. _____.

NOW THEREFORE be it further ordained by the City Council of Cedar City, State of Utah that the State of Utah as the party requesting the angle parking shall pay for and install the reasonably necessary upright signs and any pavement marking.

NOW THEREFORE be it further ordained by the City Council of Cedar City, State of Utah, that City staff shall be authorized to make such non substantive alterations to Chapter 35 of the Ordinance of Cedar City, State of Utah, as are reasonably necessary to facilitate the changes contained in this ordinance.

Remainder of page intentionally left blank.

This ordinance, Cedar City Ordinance No. _____, shall become effective immediately upon publication as required by State Law.

Dated this _____ day of _____, 2015.

Maile Wilson
Mayor

[SEAL]
ATTEST:

RENON SAVAGE
CITY RECORDER

**CEDAR CITY COUNCIL
AGENDA ITEM 8**

INFORMATION SHEET

TO: Mayor and City Council

FROM: Renon Savage, City Recorder

DATE: December 7, 2015

SUBJECT: Consider Angle Parking at 107 North 200 West

DISCUSSION:

Blake Cozzens called and would like to add the following addresses to the request for angle parking: 70 North, 100 North, 127 North and 118 North 200 West.

**CEDAR CITY
CITY COUNCIL AGENDA ITEM 9
STAFF INFORMATION SHEET**

To: Mayor and City Council

From: Jonathan Stathis

Council Meeting Date: December 9, 2015

Subject: **Consider Bids for the Quichapa Well #1 Replacement (Well Drilling) Project.**

Discussion: This project involves drilling a new well to replace the existing Quichapa Well #1.

Cedar City received three bids for the Quichapa Well #1 Replacement (Well Drilling) project. The low bidder for the project is Grimshaw Drilling. The following table shows a summary of the bids that were received.

Bid Summary

| Name of Contractor | Bid Amount |
|---------------------------|---------------------|
| Grimshaw Drilling | \$664,485.00 |
| Gardner Brothers Drilling | \$934,425.46 |
| Hydro Resources | \$1,089,090.00 |

If this bid is awarded it would be on the condition that the Contractor provide the required executed bonding, insurance documents, immigration status verification, and that the Mayor be authorized to sign the agreement with the Contractor.

The following table provides a summary of the proposed budget for this project:

Project Funding
Quichapa Well #1 Replacement Project
(Account #51-40-711)

| | <u>Funding</u> | <u>Expenses</u> | <u>Balance</u> |
|---|------------------------|--------------------------|--------------------|
| <u>Funding --</u> | | | |
| Acct. #51-40-711 (Quichapa Well #1 Replacement) | \$1,130,000 | | |
| <u>Expenses --</u> | | | |
| Well Drilling Contract | | (\$664,485) | |
| Pumphouse/Piping/Electrical | | (\$250,000) | |
| Pump/Motor/Control Panel | | (\$175,000) | |
| Engineering | | (\$30,000) | |
| Drinking Water Source Protection Plan | | (\$5,000) | |
| Materials Testing | | (\$3,000) | |
| Totals -- | \$1,130,000 | (\$1,127,485) | \$2,515 |

**CEDAR CITY
COUNCIL AGENDA ITEM 10
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Kit Wareham

DATE: December 9, 2015

SUBJECT: Review Bids for the Cross Hollows Road Storm Drain Project

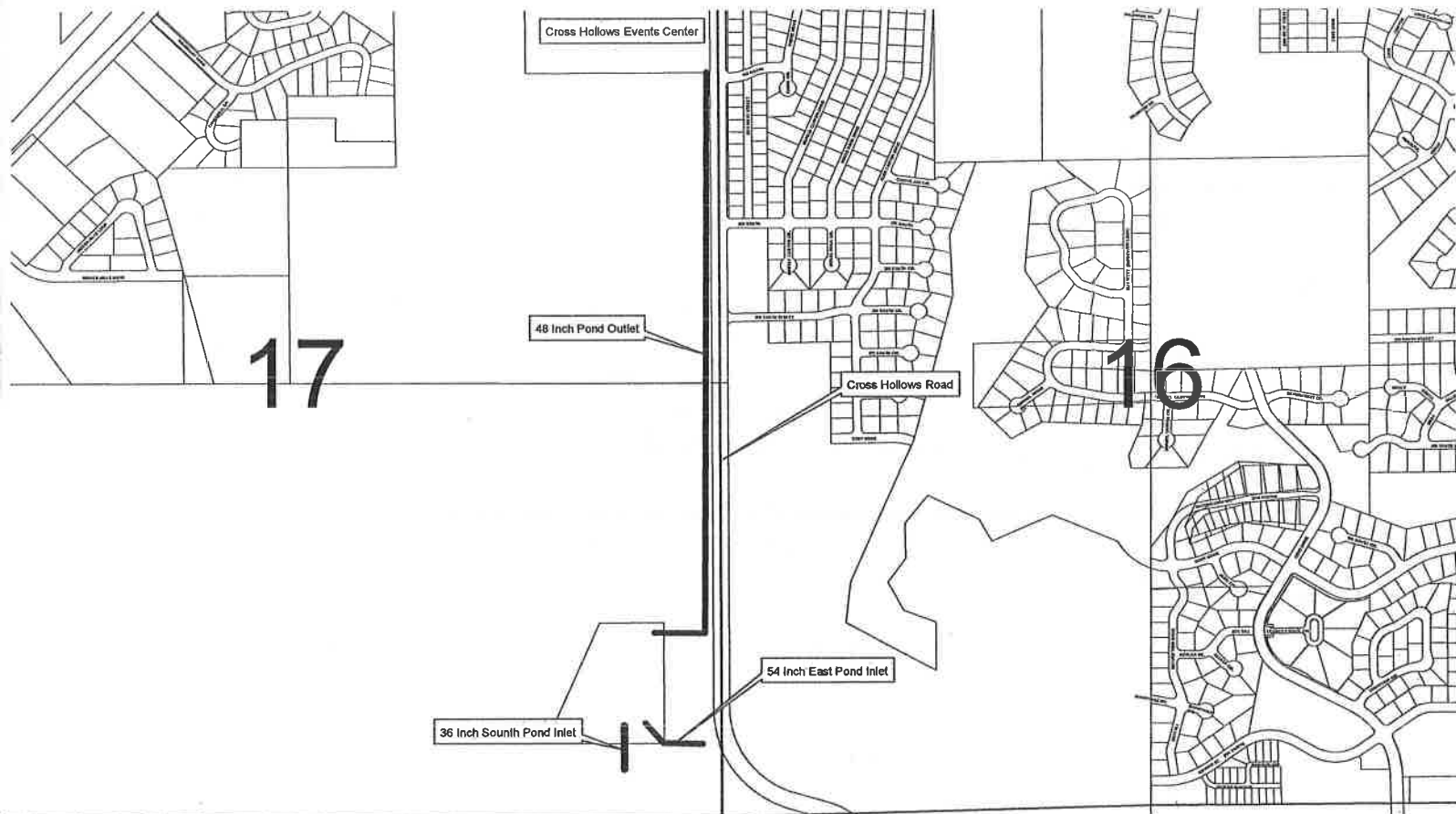
DISCUSSION:

Bids for the subject project were received last Thursday, December 3. The project includes installing a 4 foot diameter concrete pipe from the Cross Hollows Events Center to the Cross Hollows detention basin to the south and installing the east and south inlets into the basin as shown on the attached drawing.

The City received nine bids on the project. As shown on the attached Bid Summary Sheet, John Orton Excavating was the low bid on the project with Bid Amount of **\$952,148**. The engineer's 2013 estimate for the project was **\$1,248,000**. The approved 2014/2015 budget for the project was **\$1,361,000**. As shown Project Budget Sheet the anticipated total costs for the project will be \$1,060,000. The money budgeted for this project was funded with the 300 West Storm Drain Bond Funds of \$578,000 and Storm Drain Impact Fees of \$482,000.

Whoever receives the award will be required to provide bonding, insurance, and immigration status verification documents. The award will be on the condition that the Mayor is authorized to sign the contract with the contractor.

It is recommended that the project be awarded to John Orton Excavating for the amount of **\$952,148**.



**Cross Hollow Rd. Storm Drain
Bid Summary**

| Engineer's Estimate | | \$1,248,000.00 |
|--|--|-----------------------|
| Contractor | | Bid |
| VANCON | | \$1,026,708.00 |
| SUNROC | | \$1,114,508.35 |
| SCHMIDT | | \$1,065,997.50 |
| P.C.I. | | \$1,453,606.09 |
| PRECISION PIPE | | \$1,276,213.54 |
| MESQUITE GENERAL CONT. | | \$1,446,130.00 |
| JOHN ORTON EXCAVATING | | \$952,148.00 |
| INTERSTATE ROCK | | \$1,284,977.80 |
| DESERT HILLS CONST. | | \$1,586,412.30 |
| | | |
| | | |
| LOW BID = JOHN ORTON EXCAVATING | | |

PROJECT BUDGET
Cross Hollows Storm Drain Project
2015

| | Funding | Expenses | Balance |
|--|--------------------|--------------------|----------------|
| Funding- | | | |
| Act. 54-40-738 Cross Hollows Storm Drain Project | | | |
| 300 West Storm Drain Bond Funds | \$578,000 | | |
| and Storm Drain Impact Fees | \$482,000 | | |
| | | | |
| Expenses- | | | |
| Design Engineering | | (\$30,000) | |
| Construction Bid | | (\$952,148) | |
| Construction Contingencies | | (\$50,000) | |
| Construction Engineering/Administration | | (\$15,000) | |
| Testing | | (\$10,000) | |
| | | | |
| Totals- | \$1,060,000 | \$1,057,148 | \$2,852 |

**CEDAR CITY
COUNCIL AGENDA ITEM 11
STAFF INFORMATION SHEET**

TO: Mayor and Council

FROM: Kit Wareham

DATE: December 9, 2015

SUBJECT: Review Bids for the 600 South Storm Drain Project

DISCUSSION:

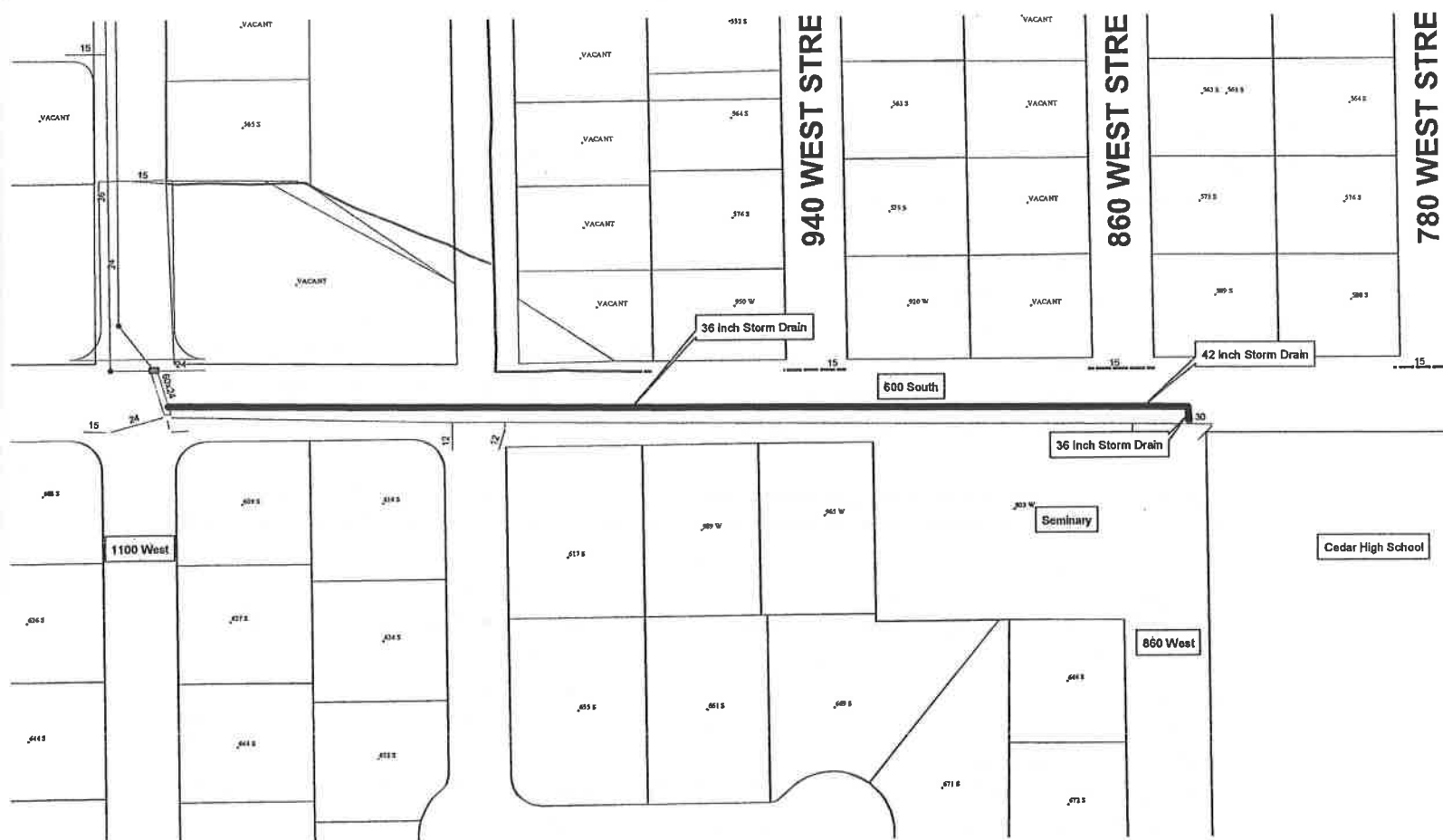
Bids for the subject project were received last Thursday, December 3. The project includes installing a 3 foot diameter concrete pipe with inlets etc. on 600 South from 860 West to 1100 West as shown on the attached drawing.

The City received ten bids on the project. As shown on the attached Bid Summary Sheet Blackburn and Associates was the low bid on the project with Bid Amount of \$226,523. The engineers estimate for the project was \$369,000. **This project has not been approved in the City's budget.** However, the Engineering Department thought there may be some economic benefits for both the Cross Hollows and 600 South Projects if we designed both projects and bid them together during contractor's slow time in the winter months.

As you know there are some drainage issues on 600 South since the storm drain was installed in front of the new SWATC building on 800 South and then extended down 860 West to 600 South. The existing storm drain system that was installed 30 years ago in 600 South was not designed to handle the additional flows from the SWATC area. Our thought was that there may be enough economic benefit in bidding the projects together and in the winter that there would be sufficient money left in the 300 West Storm Drain Bond Funds after the Cross Road Storm Drain Project that we could resolve the drainage issues on 600 South. With the prices we received for both projects I feel that benefit was realized. The current balance in the 300 West Storm Drain Bond Funds is \$877,730. After the \$578,000 needed for the Cross Hollows Storm Drain project is taken out there will be a \$300,000 balance in the 300 West Storm Drain Bond Funds to pay for this 600 South Storm Drain Project. The attached Project Budget Sheet shows cost breakdown for the 600 South Storm Drain Project.

If it is decided to award this project, whoever receives the award will be required to provide bonding, insurance and immigration status verification documents. The award will be on the condition that the Mayor is authorized to sign the contract with the contractor.

It is recommended that the project be awarded to Blackburn and Associates for the amount of \$226,523.



**600 South Storm Drain(860 West to 1100 West)
Bid Summary**

| | | |
|-------------------------------|--|---------------------|
| Engineer's Estimate | | \$368,835.00 |
| Contractor | | Bid |
| VANCON | | \$326,900.00 |
| SUNROC | | \$256,313.00 |
| SCHMIDT | | \$297,327.60 |
| P.C.I. | | \$342,877.43 |
| PRECISION PIPE | | \$266,268.10 |
| MESQUITE GENERAL CONT. | | \$325,292.00 |
| JOHN ORTON EXCAVATING | | \$251,036.14 |
| INTERSTATE ROCK | | \$280,530.00 |
| DESERT HILLS CONST. | | \$268,850.00 |
| BLACKBURN & ASSOC. | | \$226,523.00 |

LOW BIDDER: BLACKBURN

PROJECT BUDGET
600 South Storm Drain Project
2015

| | Funding | Expenses | Balance |
|---|------------------|--------------------|-----------------|
| Funding- | | | |
| 300 West Storm Drain Bond Funds | \$300,000 | | |
| | | | |
| | | | |
| Expenses- | | | |
| Design Engineering | | (\$20,000) | |
| Construction Bid | | (\$226,523) | |
| Construction Contingencies | | (\$20,000) | |
| Construction Engineering/Administration | | (\$10,000) | |
| Testing | | (\$5,000) | |
| | | | |
| Totals- | \$300,000 | (\$281,523) | \$18,477 |

CEDAR CITY COUNCIL
AGENDA ITEM 12

INFORMATION SHEET

TO: Mayor and City Council

FROM: Rick Holman

DATE: December 7, 2015

SUBJECT: Armbrust Settlement Agreement

DISCUSSION: The Armbrust Family (from Illinois) owns property in the Cross Hollow area of the City. Art Armbrust (deceased) found Cedar City many years ago as a place to acquire and eventually develop property. He became a supporter of SUU and was helpful in the establishment of the Cross Hollow Arena complex by donating some of the property. He also donated property for a retention basin for flood control purposes which assisted in the establishment of the South Interchange development area.

After Art's passing, there were some discrepancies between the City and the Armbrust family regarding the Cross Hollow property and some flood zone, easement, and livestock trail issues and litigation ensued. The attached agreement is the results of years of discussion and is proposed to resolve these issues.

SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS

Art and Vada Armbrust Family Properties, LLC, an Illinois Limited Liability Company ("Armbrust") and Cedar City Corporation, a municipality and political subdivision of the State of Utah ("City"), hereby enter into this Settlement Agreement and Release of Claims (the "Agreement") as of this ____ day of _____, 2015, for the purpose of settling and resolving certain claims, controversies, disputes, and legal actions between them on the terms and conditions and for the considerations set forth below.

1. **Intent of the Parties.** There is a dispute between the parties to this Agreement with respect to real property located along Cross Hollow Road and within the City Limits of Cedar City (the "Property"), more particularly described in Exhibit "A" attached. This dispute was filed as Civil No. 130500183 in the Fifth District Court in Cedar City on December 16, 2013 and concerns issues more fully set forth in the complaint in that action (the "Litigation").

As part of the settlement, the City will at its sole expense undertake and cause the construction of certain Improvements as hereinafter described. The Improvements installed by the City are intended to cause the re-designation of the FIRM described below.

It is understood that the current engineering plans for the Improvements include without limitation the installation of a minimum 42" diameter pipe along Cross Hollow Road as the outlet from the detention pond traveling north toward the Cross Hollow Event Center, as referred to below. This settlement is based upon (i) the City's commitment to install the Improvements including this pipe at the size specified in the Plans, and (ii) the City's representations that it has caused its engineers to review the Property, and it has reasonably determined that the detention pond has sufficient capacity to receive water flow equivalent to a storm with a 100 year return frequency and 24 hour duration without causing flooding, other than what could be reasonably expected to be experienced in a FEMA flood zone C, on the receiving Property. The foregoing are essential inducements to Armbrust to enter into this Agreement.

It is the intent and purpose of the parties to this Agreement to settle, compromise and resolve all known claims, controversies and disputes between them which arising out of or in any way related to the Litigation, resulting in the dismissal of the Litigation as detailed herein. It is also the intent of the parties to settle certain known claims not included in the Litigation, subject to the conditions contained herein, including: (1) disputes related to the May 25, 1999, agreement related to Armbrust's donation of land to Cedar City, which said agreement is attached hereto and incorporated herein as Exhibit "B"; (2) disputes related to the location of a multiple use trail right of way previously purchased by City from Armbrust as evidenced by the deeds which are attached hereto and incorporated herein by this reference as Exhibit "C"; and (3) a transfer of certain access easements to facilitate the completion of the storm drain

improvements to the property previously donated by Armbrust to Cedar City, all the foregoing described claims are referred to herein as "Released Claims".

2. **Dismissal of the Litigation.** The parties hereby agree that a stipulation, motion and order of dismissal will be executed by counsel for Armbrust and the City in the Fifth Judicial District Court for Iron County, State of Utah, in Case No. 130500183. The dismissal shall include provisions stating: (1) the dismissal is initially without prejudice, and; (2) the dismissal shall be deemed to be with prejudice once the City has performed the Improvements as described herein and the Armbrust's engineers have had an opportunity to verify that the Improvements have been constructed in substantial compliance with the Plans as described herein. If Armbrust's engineers do not raise any issues related to the Improvement's compliance with the Plans within thirty (30) days of the Improvement's substantial completion, then the dismissal of the law suit shall be deemed to be with prejudice. If Armbrust's engineers inform City of concerns related to the construction of the Improvements based on the Plans then the City shall have thirty (30) days to remedy the concern. Once the City has remedied concerns or the Armbrust engineers do not raise concerns for thirty (30) days prejudice shall attach to the dismissal. All parties to bear their own costs and attorney's fees. The stipulated motion to dismiss the Litigation will be signed by each party and filed with the Court no later than ten (10) days after this agreement is signed by both parties.

3. **Easements.** As part of this Agreement, Armbrust agrees to execute non-exclusive permanent underground storm water utility easements and construction easements conveyances (the "Easements") to the City in the form attached hereto as Exhibit "D". The Easements will be configured to serve an existing storm water detention basin (the "Basin") located on the Property. The Easements will allow for three permanent 20 foot wide underground storm water utility easements, two for new inlet pipes to provide for the flow of storm water into the Basin (south side and southeast corner) and one (north east side) to provide for the flow of storm water out of the Basin. Until such time as a public roadway is constructed providing access to the Improvements, as part of the Easements Armbrust shall grant to the City a 50 foot wide temporary access easement, as shown in Exhibit "D" and executed simultaneously to this Agreement. All easements contemplated in this agreement shall be sufficient to allow for needed initial construction, as well as future repairs, upgrades, and maintenance within the easement areas. All the land subject to the Easements shall be returned to its natural state (trench compacted and at similar grade of adjacent property, construction debris removed) within 90 days from the start of the initial construction. The easement to allow City to access the Basin along the South side of the Basin is a temporary easement and will be located in an area that roughly places it within the alignment of a future anticipated road. Once the future road is dedicated for public use, the temporary access easement will expire.

The Easements will preserve to Armbrust, its successors and assigns, the ability to utilize the surface of the ground in the area burdened by the Easements for streets, roads, landscaping,

parking, fences, and other such uses which do not include the construction of structures or that would otherwise interfere with the operation and maintenance of the storm water piping located within the Easement area (the "Armbrust Improvements"). The City agrees to repair and/or replace any of the Armbrust Improvements which are damaged as a result of the City's use of any Easement granted under this Agreement.

4. **Improvements.** As part of this Agreement, and after the Easements referred to in Item 3 above are finalized and recorded, the City agrees to proceed and complete certain improvements (the "Improvements"), which include the following projects, entirely at its own cost and expense. The work will be done in a good and workmanlike manner, consistent with Cedar City engineering standards, all applicable federal, state, and municipal statutes, administrative rules, and regulations, and requirements for the design and construction of facilities that will accommodate a flood of 100 year return frequency and 24 hour duration. The Improvements shall be built and constructed in substantial compliance with plans to be prepared by the City's engineers prior to the commencement of construction of the Improvements (the "Plans"). Upon request the City's engineers will keep Armbrust's engineers reasonably informed of the preparation of the Plans, however, Armbrust's engineers are not responsible for the supervision, accuracy, adequacy, quality and/or suitability of the Plans, and the construction of the Improvements. The Plans will include the following:

- a. Repair the existing erosion and soil subsidence in the southeast corner of the Basin where storm water currently flows into the Basin. The repairs shall be of such a quality as to restore the area to approximate its natural state and elevation.
- b. Install inlet and outlet pipes for the Basin (including the pipe described in Section 1 above) within the Easements located on the Property. These pipes are to convey water into the Basin and under the Property. The inlet and outlet pipes shall be designed to accommodate a flood of 100 year return frequency and 24 hour duration.
- c. Clean the bottom of the Basin of all debris (trees or other items); grade the Basin with a 2% slope (sloping up from the North to South); provide a finish grade of the sides of the Basin at 3:1 slope; and maintain the Basin as other detention basins are maintained by the City.
- d. Install storm drain piping on the West side of Cross Hollow Road (as described in Section 1 above) in a manner that locates the pipe entirely within the right-of-way for Cross Hollow Road approximately under the future curb and gutter along the East side of the larger Armbrust Property. The drain piping shall extend completely beyond the South end of the Armbrust Property. This pipe is to convey water from the detention pond on the Property to and through the City's storm drain facilities in a manner that, in the absence of extraordinary and unforeseeable flooding events or some cause that otherwise interferes with the normal

functioning of the storm drain system, avoids any movement of the water from the Basin across any portion of the surface of the Property. Notwithstanding this agreement, if flooding occurs, this Agreement shall not act to limit the rights of Armbrust to recover damages from the City and/or others in any manner that would be legally and generally available to the owners or occupants of real property under the circumstances associated with such flooding, Armbrust not having entered into this Agreement with the intent to waive rights and claims that any owner or occupant of property within the City would have in such an event. The portions of the new storm drain system which may be outside the Easements will be built within the City right-of-way, and not on any Armbrust property. The Easements shall be delivered to the City, or an escrow company located within City, prior to entering this Agreement. The City agrees to fully maintain and repair the Easements, and any Improvements (and/or Armbrust Improvements in accordance with Item 3 above), at the City's cost and expense, within a reasonable amount of time from the need for repair arising. When the Easements are delivered they shall have all necessary signatures and notarizations to create a valid easement in favor of City. If the Easements are delivered to a local escrow company the escrow company's identity shall be disclosed to City and the escrow company will be given instructions to record the easements upon receipt of a copy of this agreement bearing the necessary signatures from both Armbrust and City.

5. **Future Use of Improvements.** As part of this Agreement, it is understood that Armbrust, or its successors or assigns, may from time to time need to make improvements upon the Property which require storm water drainage facilities. Where necessary or convenient to do so, Armbrust, or its successors or assigns, may utilize the Improvements for the provision of storm water drainage from any portion of the Property in the same manner as any other property owner in the City may use the storm water facilities that serve any property in the City. Such use shall be under the direction of the City Engineering Department and in accordance with such law, ordinance, adopted fees, and engineering standard that may exist at the time the use is requested.

6. **Flood Plain Map.** The most recent flood insurance rate map (FIRM) as published by the Federal Emergency Management Agency (FEMA) is attached hereto and incorporated herein as Exhibit "E". The FIRM shows the majority of the Property designated as flood zone C and portions in the vicinity of the Basin designated as flood zone A. When the Improvement construction is complete the City will submit to FEMA a Letter of Map Revision (LOMR). The purpose of the LOMR is to formally request FEMA change the designation of the portions of the Property which are currently designated as flood zone A to flood zone C. Any and all professional services needed to prepare the proposed LOMR and the pursuit of its review will be at the City's expense. City and Armbrust agree that the proposed changes to the FIRM are in both parties mutual best interest and agree to work cooperatively to pursue the proposed change through FEMA's process.

7. **Time Frame.** As part of this Agreement it is understood that the completion of the Improvements is to be on or before June 30, 2016. The LOMAR application to the federal agencies to amend the flood plain maps is also to be filed on or before June 30, 2016.

8. **Livestock Trail.** City owns a 55 foot wide livestock/pedestrian trail that travels north from the Basin to City's Cross Hollow Arena Property, said trail is described in Exhibit "F". City and Armbrust have agreed to work in a cooperative manner to relocate a portion of the North end of the trail in order to accommodate both future property development and the multiple purposes for which the trail was purchased. The proposed relocated trail is more particularly described in Exhibit "G". Armbrust and City will work cooperatively and within the bounds of City policy and State Law to equitably exchange the property for the relocated portion of the North end of the trail.

Armbrust may at a future date dedicate an additional pedestrian trail that would travel north from the approximate area of the Basin toward the Cedar City Cross Hollow Arena. This pedestrian trail is contemplated to be dedicated through the property west of the existing trail in an area that is currently planned for residential development. If the future pedestrian trail dedication meets City's master plans and is dedicated prior to construction of the 55' trail mentioned in the preceding Item, then City and Armbrust may work cooperatively and within the bounds of City policy and State Law to equitably exchange the future pedestrian trail for a 15' wide portion of the 55' trail.

9. **Recreational Facilities.** The City will provide some conceptual improvement options for the Basin area for recreational use on or before May 1, 2016. The development of recreational improvements shall be done in a manner consistent with the City's development plans. Budgeting for the improvements shall be included in the City's fiscal year budget immediately following the issuance of the 300th building permit for single family homes, residential condominium unit, or townhomes that have not been permitted as of the date of this Agreement and are located in Township 36 South Range 11 West and being in the west half of section 16 and all of section 17 (both sides of Cross Hollow Road). Construction of the recreational improvements shall commence within the budget year in which the recreational improvements are funded.

10. **Payment.** The City will make a fifty thousand dollar (\$50,000.00) non-refundable payment to Armbrust no later than thirty (30) days of receiving notice that the Court has signed the order dismissing the law suit discussed in Item 2 of this Agreement.

11. **Release of Claims.** As part of this Agreement, and subject to the provisions herein, Armbrust and the City, for and on behalf of themselves and their respective agents, insurers, successors, and assigns, hereby releases and forever discharges each other, together with its

elected and appointed officials, officers, employees, agents, indemnitors, insurers, successors, and assigns, from any and all Claims referenced in this agreement. This release of claims does not include, and is not limited to, claims for future flooding, for the failure of, or defects in the Improvements, unknown claims, or for failure of the City or Armburst to otherwise comply with the provisions of this Agreement. This release of claims is intended to be interpreted in conjunction with the provisions in this agreement related to the dismissal of the Litigation.

12. **Breach of Agreement.** If either party to this Agreement shall breach this Agreement or default in any obligations herein, or otherwise fails to perform its obligations as provided for in this Agreement, the party in breach shall be liable to the other party for the damages resulting from that Breach. The party not in default may bring an action for damages and for specific performance, as well as for any other claim or cause of action resulting from the default.

13. **No Modification.** This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

14. **Integration.** This Agreement contains the entire Agreement and understanding of the parties with respect to the subject matter herein, and integrates all prior conversations, discussions or undertakings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

15. **Counterparts.** The parties shall fully execute 2 original copies of this agreement so that each party can retain an original document with original signatures.

16. **Authority to Sign.** The persons signing this document, and all deeds to the Easements referenced in this document warrant they have the necessary legal authority to bind their respective entities to the provisions of this Agreement and to convey the Easements referred to herein.

17. **Governing Law, Jurisdiction, and Venue.** This Agreement is governed by the laws of the State of Utah. Jurisdiction over this agreement or disputes related to this Agreement is exclusively vested in the Utah District Courts. Venue is exclusively vested in the 5th Judicial District Court in and for Cedar City, Iron County, State of Utah.

WHEREFORE, the parties have executed the foregoing to be effective the date first appearing above.

Art and Vada Armbrust Family Properties, LLC

By _____
Its Manager

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2015, before me, a notary public in and for said state, personally appeared _____, of Art and Vada Armbrust Family Properties, LLC, known to me to be the person who executed the Settlement Agreement and Release of All Claims herein in behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public

CEDAR CITY CORPORATION

Maile L. Wilson
Mayor

[Seal]
Attest:

Renon Savage
Cedar City Recorder

STATE OF UTAH)
:ss.
COUNTY OF IRON)

This is to certify that on the _____ day of _____, 2015, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

Exhibit "A"

Art and Vada Armbrust Family Properties, LLC v. Cedar City Corporation, 5th District Court Case
No. 130500183, Settlement Agreement and Release of Claims.

ARMBRUST PROPERTY

ARMBRUST PROPERTY - PROPOSED PARCEL 1:
BEGINNING AT A POINT S89°59'01"W 50.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN, SAID POINT IS ON THE WESTERN RIGHT-OF-WAY (R.O.W.) LINE OF CROSS HOLLOW ROAD; THENCE ALONG SAID R.O.W. LINE S00°06'13"E 361.46 FEET; THENCE LEAVING SAID R.O.W. LINE, S89°54'43"W 700.00 FEET; THENCE N00°06'13"W 362.74 FEET TO A POINT ON THE EAST-WEST QUARTER SECTION LINE; THENCE N00°05'17"W 20.55 FEET; THENCE N89°53'43"E 200.00 FEET TO A POINT ON THE WESTERN R.O.W. LINE OF SAID CROSS HOLLOW ROAD; THENCE ALONG SAID R.O.W. LINE S00°05'17"E 21.83 FEET TO THE POINT OF BEGINNING AND CONTAINS 6.16 ACRES.

SUBJECT TO A 55' STOCK & PEDESTRIAN TRAIL EASEMENT (BK 890 PG 279), AND A 33' RIGHT-OF-WAY EASEMENT ALONG THE SOUTH PARCEL BOUNDARY.

ARMBRUST PROPERTY - PROPOSED PARCEL 2:
BEGINNING AT A POINT S89°59'01"W 50.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN, SAID POINT IS ON THE WESTERN RIGHT-OF-WAY (R.O.W.) LINE OF CROSS HOLLOW ROAD; THENCE ALONG SAID R.O.W. LINE N00°05'17"W 21.83 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE LEAVING SAID R.O.W. LINE, S89°54'43"W 700.00 FEET; THENCE N00°05'17"W 1851.21 FEET TO A POINT ON THE SOUTHERLY R.O.W. LINE OF 125' SOUTH STREET; THENCE ALONG SAID R.O.W. LINE N89°50'57"E 664.98 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE ALONG THE ARC OF SAID CURVE 65.02 FEET; OF CURVATURE (R.A.) OF A CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 65.02 FEET; WITH A 750.00 FOOT RADIUS AND CENTRAL ANGLE OF 90°03'08" TO A POINT ON THE WESTERN R.O.W. LINE OF CROSS HOLLOW ROAD; THENCE ALONG SAID R.O.W. LINE S00°05'17"E 1817.41 FEET TO THE POINT OF BEGINNING AND CONTAINS 29.75 ACRES.

SUBJECT TO A 55' STOCK & PEDESTRIAN TRAIL EASEMENT (BK 890 PG 279).

ARMBRUST PROPERTY - PROPOSED PARCEL 3:
BEGINNING AT THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN, THENCE ALONG THE SOUTHERLY SECTION LINE OF SAID SECTION, N89°43'17"W 16.23 FEET; THENCE LEAVING SAID SECTION LINE, N00°16°47'E 601.50 FEET; THENCE N00°13°27'E 419.81 FEET; THENCE N00°34°55'E 608.35 FEET; THENCE N00°06°13"W 1136.35 FEET; THENCE N89°54'43"E 700.00 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY (R.O.W.) LINE OF CROSS HOLLOW ROAD; THENCE ALONG SAID R.O.W. LINE S00°06°13"E 1654.72 FEET TO THE POINT OF CURVATURE (P.C.) OF A CURVE TO THE RIGHT; THENCE CONTINUING ALONG SAID R.O.W. LINE AND ALSO ALONG THE ARC OF SAID CURVE 225.69 FEET, WITH A 750.00 FOOT RADIUS AND CENTRAL ANGLE OF 21°02'22" TO A POINT ON THE EASTERN LINE OF SAID SECTION 17; THENCE S00°06°13"E 418.69 FEET; TO THE POINT OF BEGINNING AND CONTAINS 43.33 ACRES.

EXCEPTING THEREFROM THE CEDAR CITY CORP. POND PARCEL (B-1754, BK 701 PG 858),

SUBJECT TO A 55' STOCK & PEDESTRIAN TRAIL EASEMENT (BK 890 PG 279), A 70' POWER LINE EASEMENT (BK 1162 PG 1469), A 10' POWER EASEMENT (BK 1162 PG 1469), AND A 33' RIGHT-OF-WAY EASEMENT ALONG THE NORTH PROPERTY LINE OF THE ABOVE DESCRIBED PARCEL.

ARMBRUST PROPERTY - PROPOSED PARCEL 4:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 17, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN; THENCE ALONG THE SOUTHERLY SECTION LINE OF SAID SECTION 17, N89°43'08"W 352.95 FEET; THENCE LEAVING SAID SOUTHERLY SECTION LINE, N00°00'01"W 2690.60 FEET TO A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 17; THENCE ALONG SAID QUARTER SECTION LINE, S89°59'01"E 329.16 FEET TO THE CENTER QUARTER CORNER OF SECTION 17; THENCE CONTINUING ALONG SAID QUARTER SECTION LINE, S89°59'01"E 1897.19 FEET; THENCE LEAVING SAID QUARTER SECTION LINE, S00°06'13"E 1499.09 FEET; THENCE S40°34'55"W 608.35 FEET; THENCE S71°03'52"W 413.73 FEET; THENCE S00°16'47"W 601.60 FEET TO A POINT ON THE SOUTHERLY SECTION LINE OF SAID SECTION 17; THENCE ALONG THE SOUTHERLY SECTION LINE OF SAID SECTION, N89°43'14"W 1086.09 FEET TO THE POINT OF BEGINNING AND CONTAINS 123.05 ACRES.

INCLUDING AND TOGETHER WITH 66' RIGHT-OF-WAY EASEMENT, BEING 33' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
BEGINNING AT A POINT WHICH IS S89°59'01"W 50.00 FEET ALONG THE CENTER QUARTER SECTION LINE AND S00°06'13"E 1499 FEET ALONG THE WESTERN RIGHT-OF-WAY LINE OF CROSS HOLLOW ROAD, FROM THE EAST QUARTER CORNER OF SECTION 17, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN; THENCE S89°59'14"W 700.00 FEET.

SUBJECT TO A 55' STOCK & PEDESTRIAN TRAIL EASEMENT (BK 890 PG 279).

ARMBRUST PROPERTY - PROPOSED PARCEL 5:

BEGINNING AT THE CENTER QUARTER CORNER OF SECTION 17, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE MERIDIAN; THENCE ALONG THE NORTH-SOUTH QUARTER SECTION LINE OF SAID SECTION 17, N00°00'01"W 1897.19 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 17; THENCE ALONG THE NORTHERLY SECTION LINE OF THE SOUTHWEST QUARTER OF THE NORTH-EAST QUARTER, N89°59'01"E 664.26 FEET; THENCE LEAVING SAID NORTHERLY LINE, N00°23'57"W 124.20 FEET TO A POINT ON THE NORTHERLY SECTION LINE OF SAID SECTION 17; THENCE ALONG SAID NORTHERLY SECTION LINE, N89°59'01"E 810.16 FEET TO THE NORTHWEST CORNER OF THE CEDAR CITY CORPORATION ARENA PARCEL; THENCE ALONG THE WESTERN BOUNDARY LINE OF SAID ARENA PARCEL, S00°05'17"E 130.00 FEET TO THE SOUTHWEST CORNER OF THE 125 SOUTH STREET RIGHT-OF-WAY BOUNDARY LINE; THENCE ALONG THE SOUTHERLY R.O.W. LINE OF SAID 125 SOUTH STREET, N89°50'57"E 410.00 FEET; THENCE LEAVING SAID R.O.W. LINE, S00°05'17"E 1872.20 FEET TO A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 17; THENCE ALONG SAID QUARTER SECTION LINE, N89°59'01"W 1897.19 FEET TO THE POINT OF BEGINNING AND CONTAINS 89.19 ACRES.

INCLUDING ACCESS FROM 125 SOUTH STREET DEED (BK 890 PG 280).

SUBJECT TO A 55' STOCK & PEDESTRIAN TRAIL EASEMENT (BK 890 PG 279).

Exhibit "B"

Art and Vada Armbrust Family Properties, LLC v. Cedar City Corporation, 5th District Court Case
No. 130500183, Settlement Agreement and Release of Claims.

~~AGREEMENT~~

This Agreement is made and entered into this 25 day of May, 1999, by and between ARTHUR A. ARMBURST, hereinafter referred to as "PROPERTY OWNER", and CEDAR CITY CORPORATION, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, the CITY desires to develop an indoor arena with convention rooms and other recreational amenities on land owned by PROPERTY OWNER as shown on Exhibit "A" attached hereto; and

WHEREAS, PROPERTY OWNER is willing to donate said property to CITY pursuant to terms set forth herein;

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I

SUBJECT PROPERTY

The property to be transferred from PROPERTY OWNER to CITY by warranty deed is described more particularly on Exhibit "B" attached hereto. In the event that the warranty deed varies from Exhibit "A", said warranty deeds shall supercede this Agreement.

ARTICLE II

DEVELOPMENT OF PROPERTY

Property described in Exhibit "A" shall be developed by CITY as an indoor arena, convention rooms and other recreational amenities (hereinafter referred to as Project). Adjacent property held by PROPERTY OWNER is intended for development in accordance with the General Plan, pertinent part attached hereto as Exhibit "C". The CITY'S Project shall be

developed so as not to interfere with PROPERTY OWNER'S development of adjacent property along Cross Hollow Road. More specifically, CITY intends to grade a reservoir for retention of water. This reservoir shall be utilized for recreation space when dry. The reservoir shall be graded and set back sufficiently to allow PROPERTY OWNER to develop along Cross Hollow Road as shown on Exhibit "D".

ARTICLE IV

DEVELOPMENT OF CROSS HOLLOW ROAD

CITY commits to develop Cross Hollow Road as shown on Exhibit "E" from U-56 to a point 66 feet south of the Arena Parcel as described on Exhibit "A". Development of said road includes curb, gutter, sidewalk, asphalt, water, sewer and drainage utilities as per cost estimates set forth on the attached Exhibit "F".

DATED this ____ day of _____, 1999.

CITY:

HAROLD GRANT SHIRLEY, MAYOR

ATTEST:

BONNIE MORITZ, CITY RECORDER

STATE OF UTAH)
 : ss.

COUNTY OF IRON)

This is to certify that on the ____ day of _____, 19__, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Harold Grant Shirley, known to me to be the Mayor of Cedar City Corporation, and Bonnie Moritz, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that he the said Harold Grant Shirley and she the said Bonnie Moritz executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

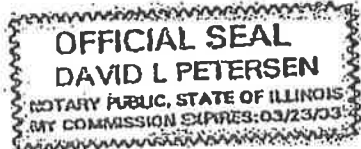
05/21/98 FRI 17:07 FAX 4355884382

CEDAR CITY CORP

004

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

David L. Petersen
NOTARY PUBLIC



PROPERTY OWNER
Arthur A. Armbrust
ARTHUR A. ARMBRUST

STATE OF)
COUNTY OF)

On this 25 day of May, 19 98, personally appeared before me Arthur A. Armbrust who duly acknowledged to me that he signed the above and foregoing document.



David L. Petersen
NOTARY PUBLIC

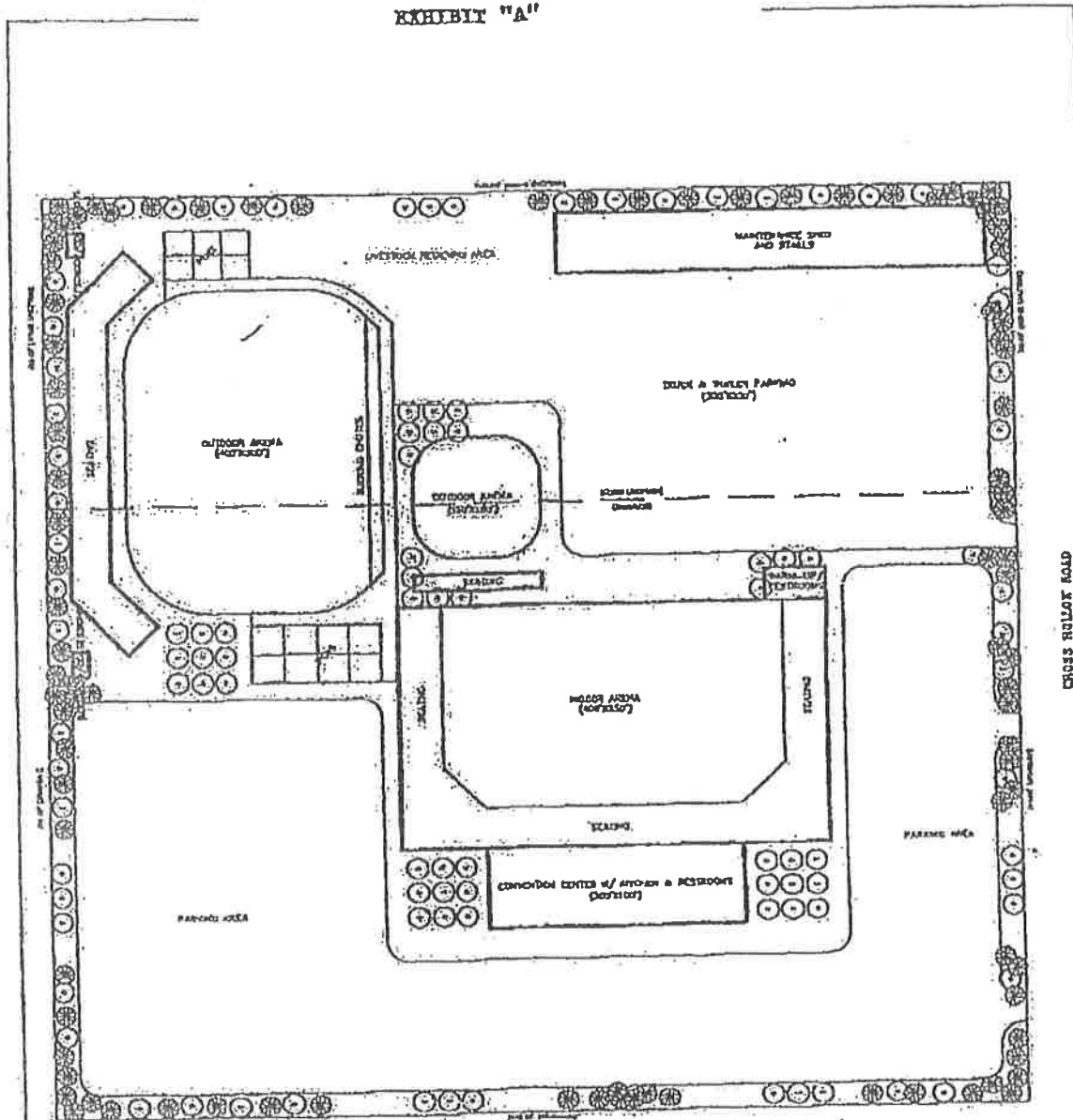
HAROLD GRANT SHIRLEY, MAYOR

Addendum for Mutual Understanding

1. Property owner "Armbrust" or assigns, agrees to petition the City for annexation and zoning for the 20.871 acres identified as Exhibit "B".
2. The agreement signed herein states that Armbrust shall have the right, and assigns, to develop the property on Section 17, Cross Hollow Road, to the General Plan adopted by Council on 7/25/97 which consists of CENTRAL COMMERCIAL on Cross Hollow Road and a zoning classification of R-316 (Hi-density) permitting sixteen units per acre, as shown in Exhibit "C" herein.

Arthur A. Armbrust
Arthur A. Armbrust

EXHIBIT "A"



INDOOR/OUTDOOR ARENA COMPLEX
PRELIMINARY PLAN
(ALTERNATIVE II)

EXHIBIT "B"

Arena Parcel

Beginning at the Northeast Corner of Section 17, Township 36 South, Range 11 East, Salt Lake Base and Meridian and running thence South $0^{\circ} 05' 08''$ East 764.00 feet along the east section line of Section 17, Township 36 South, Range 11 West, Salt Lake Base and Meridian; thence departing said section line and running North $89^{\circ} 57' 11''$ West 1190.00 feet; thence North $0^{\circ} 05' 08''$ West 764.00 feet; thence South $89^{\circ} 57' 11''$ East 1190.00 feet along the North section line of Section 17, Township 36 South Range 11 West Salt Lake Base and Meridian to the Point of Beginning. (Contains 20.871 Acres)

Pond Parcel

Beginning at a point North $89^{\circ} 58' 39''$ West 350 feet and North $0^{\circ} 05' 54''$ West 461.00 feet from the Southeast Corner of Section 17, Township 36 South, Range 11 West, Salt Lake Base and Meridian the running thence North $89^{\circ} 58' 39''$ West 656.46 feet; thence North $15^{\circ} 26' 22''$ East 780.51 feet; thence South $89^{\circ} 58' 39''$ East 447.38 feet; thence South $0^{\circ} 5' 54''$ East 752.43 feet to the Point of Beginning. (Contains 9.534 Acres)

EXHIBIT "C"

2. CEDAR CITY ANNEXATION POLICY DECLARATION BOUNDARY

The "Annexation Policy Declaration Boundary" established, described, and mapped in 1980 has served the City well. Those annexations which took place during the 1980's were well within the declaration boundary.

Cedar City Declaration Boundary as adopted by the 1994 General Plan update is as follows:

- A. All of sections 1 thru 23 and sections 27 thru 30 of Township 36 South, Range 11 West, SLM
- B. All of sections 1, 2, 11, 12, 13 and 14 of Township 36 South, Range 12 West, SLM.
- C. All of sections 35 and 36 of Township 35 South, Range 12 West, SLM.
- D. All of sections 25 thru 28 and sections 31 thru 36 and the East 1/2 of section 29 and the 1/2 of sections 21 thru 24 and the Southeast 1/4 of section 20 of Township 35 South, Range 11 West, SLM.

3. PROPOSED "AREA OF INTEREST"

The Sub-Committee recommends that Cedar City institute appropriate new procedures with Iron County for inter-governmental cooperation and consultation. Cedar City is concerned with land development and uses near the current city limits and within the proposed annexation policy declaration boundary. Some of these land uses may adversely affect Cedar City. This "Area of Interest" is roughly defined as follows:

- a. From Milt's Stage Stop on the East to Iron Springs on the West.
- b. From the Enoch City Limits and Mid-Valley Road on the North to Vandenburg Road and Shurtz Canyon on the South.

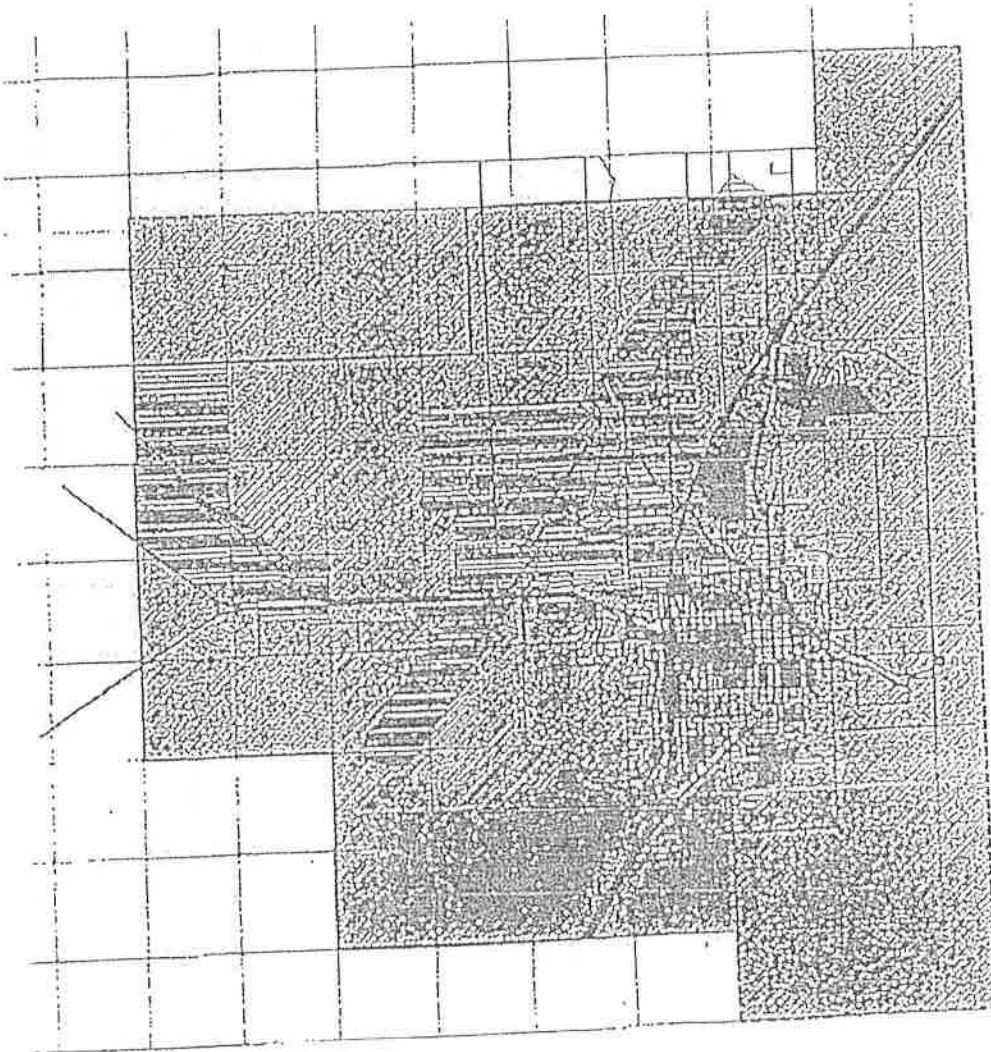
An agreement should be reached between Cedar City, Iron County to provide for consultation with Cedar City prior to the

05/21/99 FRI 17:09 FAX 4355804382

CEDAR CITY CORP

003

EXHIBIT "C"
CONTINUED



LEGEND:

- ☐ LOW DENSITY RESIDENTIAL
- ☐ MEDIUM DENSITY RESIDENTIAL
- ☐ MODERATE DENSITY RESIDENTIAL
- ☐ HIGH DENSITY RESIDENTIAL
- ☐ HIGHWAY SERVICE 1
- ☐ HIGHWAY SERVICE 2
- ☐ COMMERCIAL
- ☐ GENERAL COMMERCIAL
- ☐ INDUSTRIAL
- ☐ OPEN SPACE

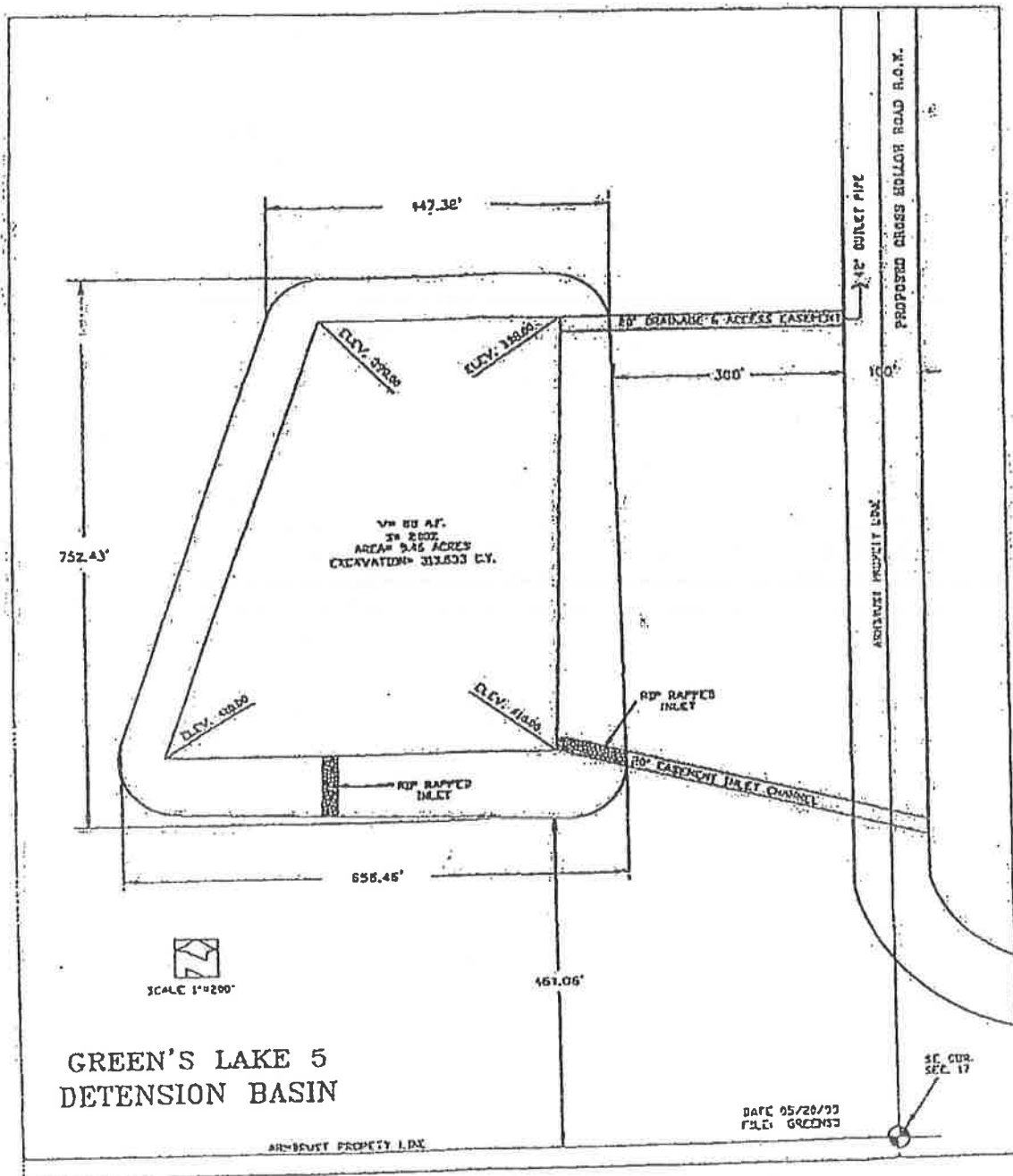


----- PROPOSED ADDITIONS TO DECLARATION

05/21/00 FRI 17:10 FAX 4355864382

CEDAR CITY CORP
EXHIBIT "D"

009



05/21/00 FRI 17:11 FAX 4355884382

CEDAR CITY CORP
EXHIBIT "E"

010

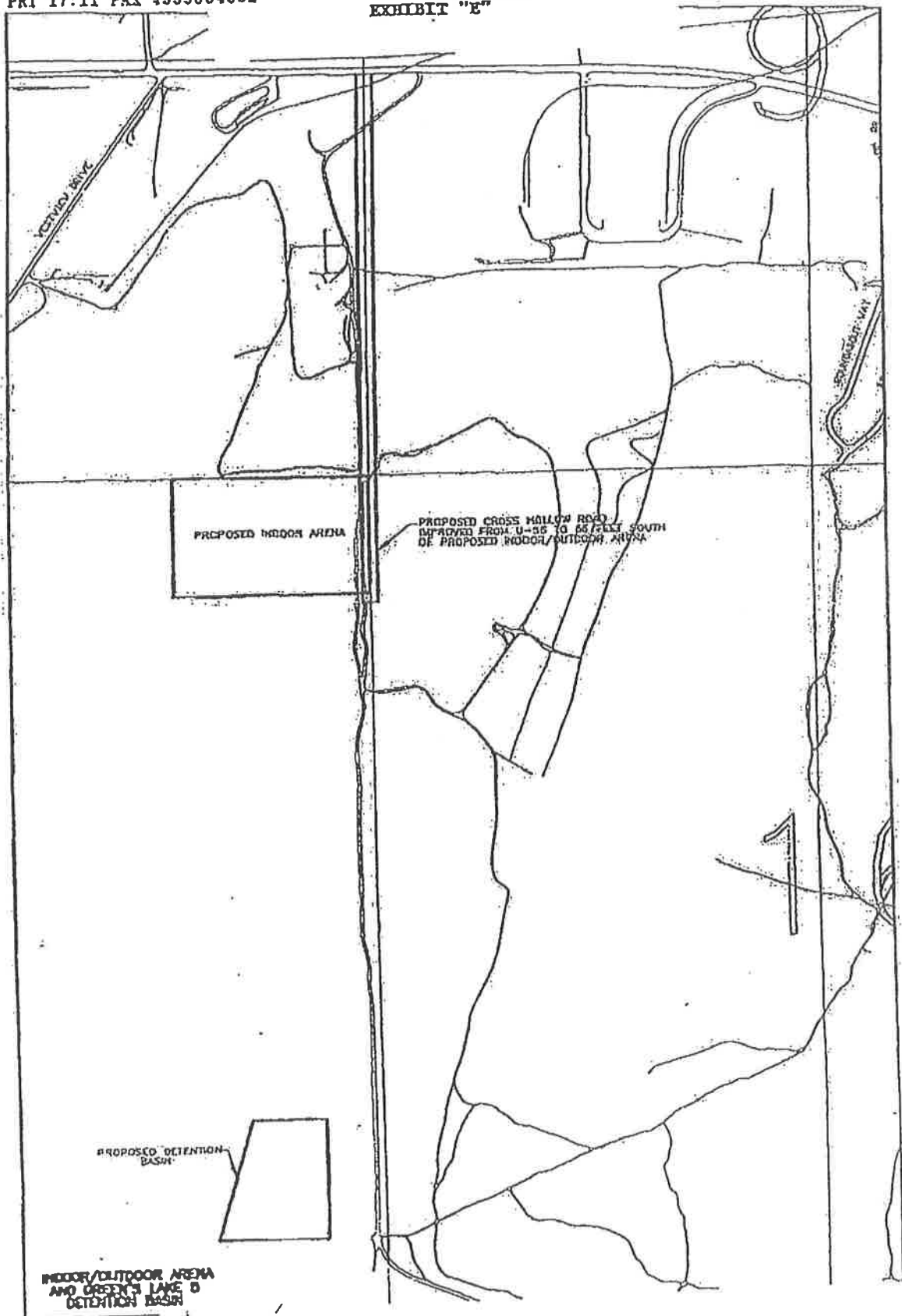


EXHIBIT "F"

COST ESTIMATE

| Date | 04/11/99 | S.I.D. # | N/A | Project Name: |
|-------------------------|----------|----------|--------|---------------|
| 18" Sewer Main | LF | 24.18 | 3330 | 80518 |
| Manholes | EA | 1750 | 8 | 14000 |
| 6" Sewer Lateral | EA | 500 | 3 | 1500 |
| N.H. Grades | EA | 250 | 8 | 2000 |
| Other Sewer Items | | | 0 | 0 |
| 10" Water Main | LF | 66.59 | 3330 | 168449 |
| 6" Water Lateral | EA | 1500 | 1 | 1500 |
| Valve Grades | EA | 200 | 5 | 1000 |
| Fire Hydrants | EA | 1700 | 2 | 3400 |
| Other Water Items | | | 0 | 0 |
| 30" Curb and Gutter | LF | 7 | 830 | 5810 |
| 38" Curb and Gutter | LF | 11 | 0 | 0 |
| 6" Sidewalk | LF | 10 | 830 | 8300 |
| 4" Sidewalk | LF | 8 | 0 | 0 |
| Residential Driveways | SF | 3 | 0 | 0 |
| Commercial Driveways | SF | 3 | 300 | 900 |
| 6" Cross Gutter | SF | 51 | 0 | 0 |
| 42" RCP Storm Drain | LF | 86.44 | 3330 | 287045 |
| 15" RCP Storm Drain | LF | 25.3 | 200 | 5060 |
| Concrete Drop Box | EA | 1750 | 2 | 3500 |
| Other Storm Drain Items | | | 0 | 0 |
| Excavation (1 foot) | SF | 0.18 | 134780 | 24260 |
| 6" Road Base | SF | 0.39 | 134780 | 52564 |
| 2" Asphalt Mat | SF | 0.42 | 0 | 0 |
| 2 1/2" Asphalt Mat | SF | 0.51 | 115235 | 58770 |
| 3" Asphalt Mat | SF | 0.71 | 0 | 0 |
| 1" Asphalt Overlay | SF | 0.22 | 0 | 0 |
| SS-1 Asphalt Seal | SF | 0.01 | 115235 | 1152 |
| Signs | EA | 300 | 2 | 600 |
| Center Line Markings | EA | 250 | 3 | 750 |
| Right of Way | Ac. | 15000 | | |
| Other Street Items | | | 0 | 0 |
| Subtotal | | | | 215084 |
| 10% Admin. | | | | 21508 |
| No Contig. | | | | 0 |
| Total | | | | 236592 |

Exhibit "C"

Art and Vada Armbrust Family Properties, LLC v. Cedar City Corporation, 5th District Court Case
No. 130500183, Settlement Agreement and Release of Claims.

WHEN RECORDED, MAIL TO:
Cedar City Corporation
P. O. Box 249
Cedar City, UT 84721

Quit-Claim Deed

ARMRUST FAMILY TRUST, (Grantor) hereby QUIT-CLAIM to
CEDAR CITY CORPORATION, (Grantee) for the sum of One and
00/100 -----, Dollars, and other good and valuable considerations the following
described parcel of land located in Cedar City, Iron County, Utah:

PROPERTY DESCRIPTION

A 55' WIDE EASEMENT FOR A STOCK TRAIL AND PEDESTRIAN TRAIL 27.50 FT.
EACH SIDE OF THE FOLLOWIGN DESCRIBED CENTERLINE:
BEGINNING AT A POINT ON THE SOUTH LINE OF THE CROSS HOLLOWES ARENA
PARCEL. SAID POINT BEING LOCATED S 0°05'17" E, 764.00 FT. ALONG THE SECTION
LINE AND S 89°50'57" W, 902.85 FT. FROM THE NORTHEAST CORNER OF SECTION
17, T36S, R11W, SLM; THENCE S 8°54'58" W, 272.53 FT.; THENCE S 16°27'34" E, 868.73
FT.; THENCE S 24°03'09" E, 639.57 FT.; THENCE
S 5°48'40" W, 776.88 FT.; THENCE S 14°27'29" W, 992.89 FT.; THENCE S 24°09'54" W,
865.56 FT. TO THE POINT OF ENDING.

WITNESS, the hand of said Grantor, this 15 day of 10/17, A.D. 20 03

X [Signature]
(Signature)
Arthur Aramburo
(Type Name) (Title)
X [Signature]
(Signature)
Veda Aramburo
(Type Name) (Title)
Veda Aramburo
(Signature)
(Type Name) (Title)

STATE OF UTAH)
COUNTY OF IRON) ss.

00470981 Bk00890 Pg00279-00279
PATSY CUTLER - IRON COUNTY RECORDER
2003 AUG 25 13:41 PM FEE \$1.00 BY DBJ
REQUEST: CEDAR CITY CORPORATION

On the date first above written personally appeared before me, Arthur Aramburo, Trustee,
of the Aramburo Family Trust, the signer of the within and
foregoing instrument, who acknowledged to me that he executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

[Signature]
Notary Public

Stamp

My Commission Expires:

OFFICIAL SEAL
EDWARD T. GRAHAM
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES SEPT 13, 2006

C:\My Documents\MISC\forms\decds.doc

Stock Trail - from Cross
Hollows Arena to Greene
22.50 x 55

Exhibit "D"

Art and Vada Armbrust Family Properties, LLC v. Cedar City Corporation, 5th District Court Case
No. 130500183, Settlement Agreement and Release of Claims.

WHEN RECORDED, MAIL TO:
Cedar City Corporation
10 N. Main St.
Cedar City, UT 84720

Deed of Easement

(City as Grantee)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Art and Vada Armbrust Family Properties LLC, an Illinois Limited Liability Company hereinafter referred to as GRANTOR, by Cedar City Corporation hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant unto the GRANTEE, its successor and assigns, a permanent easement to thereafter construct, operate, inspect, repair, maintain, replace, and remove an Access Road and related facilities over across and through the land of the GRANTOR situated in Iron County, State of Utah, said land being described as follows:

EASEMENT DESCRIPTION

20' WIDE ACCESS EASEMENT ADJACENT TO SOUTH LINE OF GREEN'S LAKE #5 DETENTION POND

A 20' wide Permanent Access Easement described as follows:

Beginning at a point on the West right-of-way line of Cross Hollow Road, said point of beginning being located at a point N0°06'13"W, 441.00 ft. along the section line and S89°53'47"W, 8.09 ft. from the Southeast corner of Section 17, T36S, R11W, SLM; running thence S89°53'47"W, 1084.38 ft.; thence N24°09'35"E, 21.94 ft.; thence N89°53'47"E, along the south line of the Green's Lake #5 Pond parcel 733.45 ft.; thence N89°53'47"E, 335.25 ft. to a point on the west line of Cross Hollow Road being a P.O.C. of a non-tangent curve to the left having a radius of 750.00 ft.; thence along arc of said curve and right-of-way line 21.08 ft. thru a central angle of 1°36'38" (chord bears S18°32'35"E, 21.08 ft.) to point of beginning.

WITNESS, the hand_ of said Grantor_, this ____ day of _____, A.D. 20 ____.

(Signature)

Steven Michael Armbrust

(Type Name)

Manager

(Title)

STATE OF _____)

)ss.

COUNTY OF _____)

On the date first above written personally appeared before me, _____, the signer_ of the within and foregoing instrument, who acknowledged to me that he_ executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

Stamp

My Commission Expires:

WHEN RECORDED, MAIL TO:
Cedar City Corporation
10 N. Main St.
Cedar City, UT 84720

Deed of Easement

(City as Grantee)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Art and Vada Armbrust Family Properties LLC, an Illinois Limited Liability Company hereinafter referred to as GRANTOR, by Cedar City Corporation hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant unto the GRANTEE, its successor and assigns, an easement to thereafter construct, operate, inspect, repair, maintain, replace, and remove a Drainage Inlet Structure and related facilities over across and through the land of the GRANTOR situated in Iron County, State of Utah, said land being described as follows:

EASEMENT DESCRIPTION SOUTHEAST CORNER OF POND DRAINAGE INLET EASEMENTS

A 50' wide temporary construction easement 25' each side of the following described centerline and a 20' wide permanent drainage Inlet Easement 10' each side of the following described centerline:

Beginning at a point on the west Right-of-way line of Cross Hollow Road, said point of beginning being located N0°06'13"W, 426.48 ft. along the section line and S89°53'47"W, 2.85 ft. from the Southeast corner of Section 17, T36S, R11W, SLM; thence N69°17'51"W, 125.32 ft.; thence S89°53'47"W, 230.00 ft. to a point of ending and east line of Green's Lake #5 detention pond parcel.

Also a temporary construction easement described as follows:

Beginning at a point N0°06'13"W 496.00 ft. along the section line and S89°53'47"W, 350.00 ft. from the southeast corner of Section 17, T36S R11W, SLB&M and running thence N0°06'13"W, 65.00 ft. along the east line of Green's Lake #5 detention pond parcel; thence S63°32'19"E, 111.80 ft.; thence S0°06'13"E, 15.00 ft.; thence S 89°53'47"W, 100.00 ft. to the point of beginning.

This easement preserves to Armbrust, its successors and assigns, the ability to utilize the surface of the ground in the area burdened by the Easements for streets, roads, landscaping, parking, fences, and other such uses which do not include the construction of structures or that would otherwise interfere with the operation and maintenance of the storm water piping located within the Easement area (the "Armbrust Improvements"). The City agrees to repair and/or replace any of the Armbrust Improvements which are damaged as a result of the City's use of any Easement granted under this Agreement.

WITNESS, the hand_ of said Grantor__, this ____ day of _____, A.D. 20 ____.

(Signature)

Steven Michael Armbrust

(Type Name)

Manager

(Title)

STATE OF _____)

)ss.

COUNTY OF _____)

On the date first above written personally appeared before me, _____,

the signer_ of the within and foregoing instrument, who acknowledged to me that _he_ executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Stamp

Notary Public

My Commission Expires:

WHEN RECORDED, MAIL TO:
Cedar City Corporation
10 N. Main St.
Cedar City, UT 84720

Deed of Easement

(City as Grantee)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Art and Vada Armbrust Family Properties LLC, an Illinois Limited Liability Company hereinafter referred to as GRANTOR, by Cedar City Corporation hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant unto the GRANTEE, its successor and assigns, an easement to thereafter construct, operate, inspect, repair, maintain, replace, and remove a Drainage Outlet Structure and related facilities over across and through the land of the GRANTOR situated in Iron County, State of Utah, said land being described as follows:

EASEMENT DESCRIPTION NORTHEAST CORNER OF POND DRAINAGE OUTLET AND ACCESS EASEMENT

A 50' wide temporary access and construction easement, 25' each side of the following described centerline and a 20' wide permanent drainage outlet and access easement 10' each side of the following described centerline;

Beginning at a point on the Westerly right-of-way line of Cross Hollow Road, said point being located at a point N 0°06'13" W, 1145.00 ft. along the section line and S 89°53'47" W, 50.00 ft. from the Southeast corner of Section 17, T36S, R11W, SLM; thence along said easement centerline S 89°53'07" W, 300.00 ft. to a point of ending and east line of Green's Lake #5 detention pond parcel.

This easement preserves to Armbrust, its successors and assigns, the ability to utilize the surface of the ground in the area burdened by the Easements for streets, roads, landscaping, parking, fences, and other such uses which do not include the construction of structures or that would otherwise interfere with the operation and maintenance of the storm water piping located within the Easement area (the "Armbrust Improvements"). The City agrees to repair and/or replace any of the Armbrust Improvements which are damaged as a result of the City's use of any Easement granted under this Agreement.

WITNESS, the hand_ of said Grantor__, this ____ day of _____, A.D. 20 ____.

(Signature)

Steven Michael Armbrust

(Type Name)

Manager

(Title)

STATE OF _____)

)ss.

COUNTY OF _____)

On the date first above written personally appeared before me, _____, the signer_ of the within and foregoing instrument, who acknowledged to me that _he_ executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

Stamp

My Commission Expires:

WHEN RECORDED, MAIL TO:
Cedar City Corporation
10 N. Main St.
Cedar City, UT 84720

Deed of Easement

(City as Grantee)

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Art and Vada Armbrust Family Properties LLC, an Illinois Limited Liability Company hereinafter referred to as GRANTOR, by Cedar City Corporation hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant unto the GRANTEE, its successor and assigns, an easement to thereafter construct, operate, inspect, repair, maintain, replace, and remove a Drainage Inlet Structure and related facilities over across and through the land of the GRANTOR situated in Iron County, State of Utah, said land being described as follows:

EASEMENT DESCRIPTION

SOUTH SIDE OF POND

DRAINAGE INLET CONSTRUCTION EASEMENT

A temporary 50' wide drainage inlet construction easement described as follows:
Beginning at a point N0°06'13" W, 461.00 ft. along the section line and S89°53'47"W, 599.24 ft. from the Southeast corner of Section 17, T36S, R11W, SLM; thence S5°59'19" W, 126.67 ft.; thence N84°00'41"W, 50.0 ft.; thence N5°59'19"E, 121.33 ft.; thence N 89°53'47"E, 50.28 ft. along the south line of Green's Lake #5 Detention Pond parcel to the Point of Beginning. Also Beginning at a point N0°06'13"W 461.00 ft. along the section line and S89°53'47" W, 649.53 ft. from the southeast corner of Section 17, T36S R11W, SLB&M and running thence S5°59'19"W, 121.33 ft.; thence N29°11'36"W, 138.06 ft.; thence N89°53'47"E, 80.00 ft. to the point of beginning.

SOUTH SIDE OF POND

DRAINAGE INLET MAINTENANCE AND ACCESS EASEMENT

A permanent 20' wide drainage inlet and access easement 10' each side of the following described centerline:

Beginning at a point N0°06'13" W, 461.00 ft. along the section line and S89°53'47"W, 624.39 ft. from the Southeast corner of Section 17, T36S, R11W, SLM; thence S5°59'19"W, 109.00 ft. to point of ending.

This easement preserves to Armbrust, its successors and assigns, the ability to utilize the surface of the ground in the area burdened by the Easements for streets, roads, landscaping, parking, fences, and other such uses which do not include the construction of structures or that would otherwise interfere with the operation and maintenance of the storm water piping located within the Easement area (the "Armbrust Improvements"). The City agrees to repair and/or replace any of the Armbrust Improvements which are damaged as a result of the City's use of any Easement granted under this Agreement.

WITNESS, the hand_ of said Grantor_, this ____ day of _____, A.D. 20 ____.

(Signature)

Steven Michael Armbrust

(Type Name)

Manager

(Title)

STATE OF _____)

)ss.

COUNTY OF _____)

On the date first above written personally appeared before me, _____, the signer_ of the within and foregoing instrument, who acknowledged to me that _he_ executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Stamp

Notary Public

My Commission Expires:

F:\eng\survey\Armbrust cross hollow pond easements 2015

Exhibit "E"

Art and Vada Armbrust Family Properties, LLC v. Cedar City Corporation, 5th District Court Case
No. 130500183, Settlement Agreement and Release of Claims.

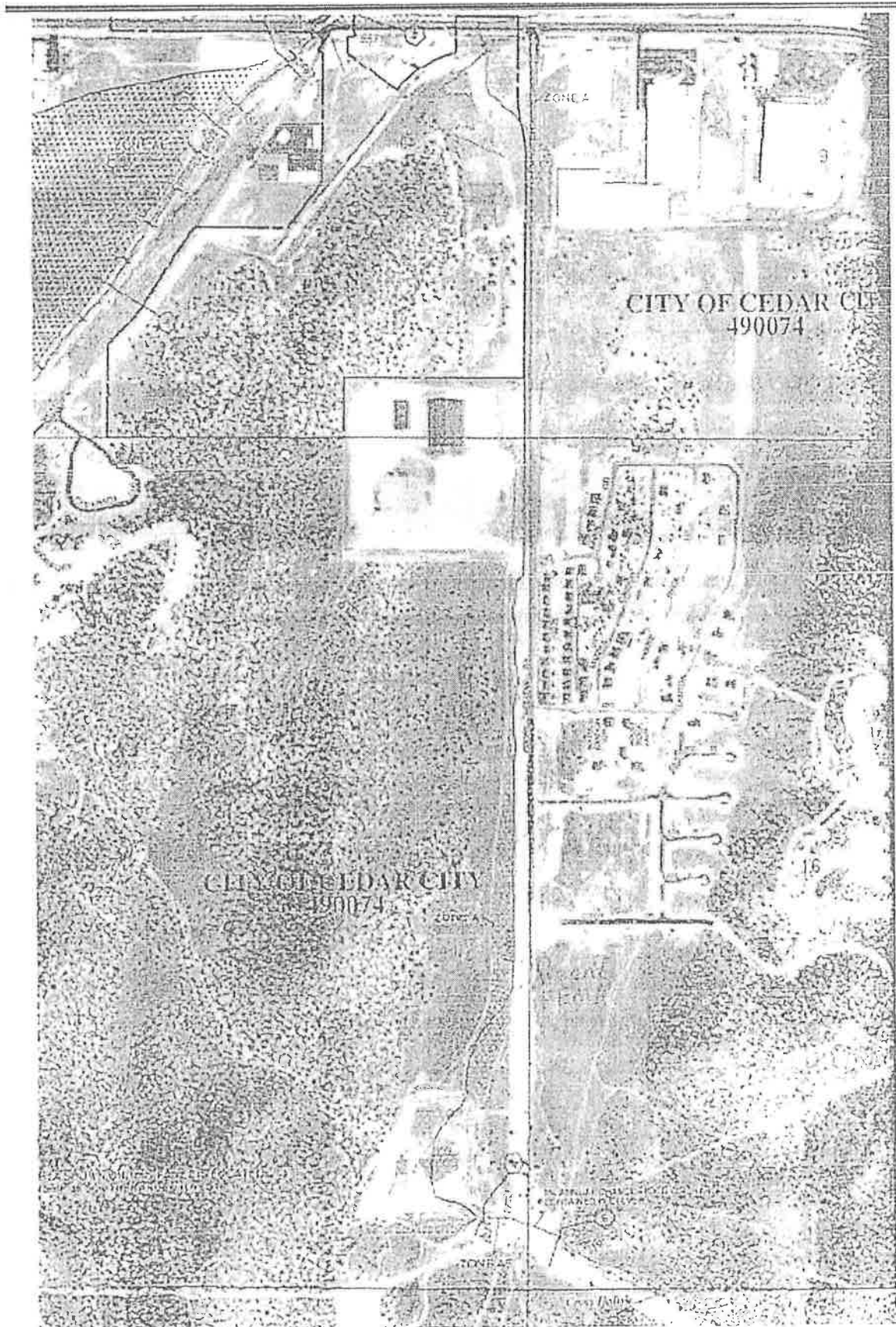


Exhibit "F"

Art and Vada Armbrust Family Properties, LLC v. Cedar City Corporation, 5th District Court Case
No. 130500183, Settlement Agreement and Release of Claims.

WHEN RECORDED, MAIL TO:
Cedar City Corporation
P. O. Box 249
Cedar City, UT 84721

Quit-Claim Deed

ARMRUST FAMILY TRUST, (Grantor) hereby QUIT-CLAIM to
CEDAR CITY CORPORATION, (Grantee) for the sum of One and
00/100 -----, Dollars, and other good and valuable considerations the following
described parcel of land located in Cedar City, Iron County, Utah:

PROPERTY DESCRIPTION

A 55' WIDE EASEMENT FOR A STOCK TRAIL AND PEDESTRIAN TRAIL 27.50 FT.
EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
BEGINNING AT A POINT ON THE SOUTH LINE OF THE CROSS HOLLOWS ARENA
PARCEL. SAID POINT BEING LOCATED S 0°05'17" E, 764.00 FT. ALONG THE SECTION
LINE AND S 89°50'57" W, 902.85 FT. FROM THE NORTHEAST CORNER OF SECTION
17, T36S, R11W, SLM; THENCE S 8°54'58" W, 272.53 FT.; THENCE S 16°27'34" E, 868.73
FT.; THENCE S 24°03'09" E, 639.57 FT.; THENCE
S 5°48'40" W, 776.88 FT.; THENCE S 14°27'29" W, 992.89 FT.; THENCE S 24°09'54" W,
865.56 FT. TO THE POINT OF ENDING.

WITNESS, the hand of said Grantor, this 15 day of July, A.D. 20 03.

Arthur Amburst (Signature)
Arthur Amburst (Type Name) (Title)
x [Signature] (Signature)
Veda Amburst (Type Name) (Title)
Veda Amburst (Signature)

STATE OF Illinois
COUNTY OF DeWitt) ss.
IRON

00470981 Bk00890 Pg00279-00279

PATSY CUTLER - IRON COUNTY RECORDER
2003 AUG 25 13:41 PM FEE \$.00 BY DB.
REQUEST: CEDAR CITY CORPORATION

On the date first above written personally appeared before me, Arthur Amburst, Trustee,
of the Armbrust Family Trust, the signer of the within and
foregoing instrument, who acknowledged to me that he executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

[Signature]
Notary Public

Stamp

My Commission Expires:

OFFICIAL SEAL
EDWARD T. GRAHAM
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES SEPT. 13, 2006

C:\My Documents\MISC\forms\deeds.doc

Stock Trail - for [Signature]
Follow Grant to [Signature]

Exhibit "G"

Art and Vada Armbrust Family Properties, LLC v. Cedar City Corporation, 5th District Court Case
No. 130500183, Settlement Agreement and Release of Claims.

NORTH PORTION OF TRAIL
TO BE VACATED

A 55' WIDE EASEMENT FOR A STOCK TRAIL AND PEDESTRIAN TRAIL 27.50 FT.
EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
BEGINNING AT A POINT ON THE SOUTH LINE OF THE CROSS HOLLOWS ARENA
PARCEL. SAID POINT BEING LOCATED S 0°05'17" E, 764.00 FT. ALONG THE
SECTION LINE AND S 89°50'57" W, 902.85 FT. FROM THE NORTHEAST CORNER OF
SECTION 17, T36S, R11W, SLM; THENCE S 8°54'58" W, 272.53 FT.; THENCE S 16°27'34"
E, 868.73 FT.; THENCE S 24°03'09" E, 639.57 FT.; THENCE S 5°48'40" W, 231.65 FT. TO
POINT OF ENDING AND NORTH PROPERTY LINE OF EWEN PARCEL.

NORTH PORTION OF TRAIL
NEW LOCATION

A 55' WIDE EASEMENT FOR A STOCK TRAIL AND PEDESTRIAN TRAIL 27.50 FT.
EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:
BEGINNING AT A POINT ON THE SOUTH LINE OF THE CROSS HOLLOWS ARENA
PARCEL. SAID POINT BEING LOCATED S 0°05'17" E, 764.00 FT. ALONG THE
SECTION LINE AND S 89°50'57" W, 777.50 FT. FROM THE NORTHEAST CORNER OF
SECTION 17, T36S, R11W, SLM; THENCE S 0°05'17" E, 1300.00 FT.; THENCE
S26°56'53"E, 692.38 FT. TO POINT OF ENDING AND NORTH PROPERTY LINE OF
EWEN PROPERTY.

Eng/survey/cross hollow trail desc 2015

